

State of Florida



Department of State

*I certify that the attached is a true and correct copy of the Articles
of Incorporation of*

MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on August 6, 1985.*

The charter number for this corporation is N10568.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
6th day of August, 1985



WP-104 CER-101

George Firestone
Secretary of State

ARTICLES OF INCORPORATION

61

ARTICLES OF INCORPORATION

OF

MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC.
(a Florida corporation not for profit)

FILED
APR 6 11 22 AM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

The name of the Corporation is MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

This Corporation is incorporated as a corporation not for profit under the provisions of Chapter 617, Florida Statutes, as amended from time to time.

ARTICLE III

The registered office and Post Office address of the Corporation shall be 2104 River Parkway East, P.O. Box 448, New Port Richey, Florida, 33552.

ARTICLE IV

Robert C. Kimpton, whose address is 2104 River Parkway East, P.O. Box 448, New Port Richey, Florida 33552, is hereby appointed the initial Registered Agent of this Corporation.

ARTICLE V

The purpose for which this Corporation is organized is to act on behalf of its Members in operating and governing Millpond Estates Section Two Homeowners Association, Inc., and to have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes and By-Laws may now or hereafter have and exercise, including but not limited to, the following:

(a) To join with other corporations or entities in becoming a Member of MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "Association") the purposes of which are hereinbelow described;

(b) To collect assessments from each Member for the maintenance, repair and replacement of certain property (hereinafter referred to as "Common Area"), title to which shall be held by Millpond Estates Community Homeowners Association, its successors and assigns, and to assist Association in promoting the health, safety and welfare of the residents using the common property and any additions thereto;

(c) Exercise all of the powers and privileges and to perform all of the duties and obligations of this Corporation as set forth in the DECLARATION OF COVENANTS AND CONDITIONS executed by PREMIERE GROUP, INC. (hereinafter referred to as "Declarant") and to be filed in the Official Books and records of Pasco County, Florida (hereinafter referred to as "Declaration"), and the SUBDIVISION RESTRICTIONS to be executed by Declarant and to be filed in Official Books and Records of Pasco County, Florida (hereinafter referred to as the "Restrictions"), both applicable to the plat of the property to be recorded in the Office of the Clerk of the Circuit Court of Pasco County, Florida, and as the same may be amended from time to time as therein provided;

(d) Collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and Restrictions; 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 any properties of the Corporation; and

(e) Have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes and by law may now or hereafter have and exercise.

ARTICLE VI

The Members of the Corporation shall consist of all of the record owners of each and every fee or undivided fee interest in any Lot subject to the Declaration and to the Restrictions in Millpond Estates Section Two. Membership shall be held by the person or entity, or in common by the persons or entities, owning such property interest. Membership in the Corporation is limited to Owner(s), as defined in Article I, Section 2 of the Declaration. Membership is automatically conferred upon acquisition of a Lot, as defined in Article I, Section 6 of the Declaration, and as evidenced by the filing of a deed to such Lot. Membership is an incident of ownership and is not separately transferable.

The Corporation shall have two classes of voting Membership:

Class A. Class A Member(s) shall be all Owners, with the exception of the Declarant, and 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. The vote for such Lot shall be exercised as said persons determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B Member(s) shall be the Declarant, which shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership;

or
(2) on 1 January 1987

ARTICLE VII

112 TOTAL

28 x 3 = 84 Premiere

84 x 1 = 84 Residents

We Took over Jul 10, 1988
with approx 66 residents

The term for which the Corporation is to exist is perpetual.

ARTICLE VIII

The affairs of the Corporation shall be governed by a Board of Directors, which Board shall consist of not less than three (3) and not more than seven (7) persons. With the exception of the initial Board, Directors shall be elected from among the Lot Owners; or if a Lot Owner shall be a corporation, partnership or trust, then an officer, partner, or beneficiary of such Lot Owner shall be qualified to be a Director. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and shall have all of the powers and duties referred to in the Statutes of the State of Florida respecting corporations not for profit.

Provisions for the election of Directors and provisions respecting the removal and resignation of Directors, and for filling vacancies in the Board, shall be established by the By-Laws.

ARTICLE IX

The initial Board of Directors of the Corporation shall consist of the following persons, each of whom shall serve until 31 December 1985 or the first regular meeting of the Membership, whichever shall first occur:

Robert C. Kimpton?

2104 River Parkway East
P.O. Box 448
New Port Richey, Florida 33552

Garland W. Knight, Jr.

2104 River Parkway East
P.O. Box 448
New Port Richey, Florida 33552

Joyce Albrecht

2104 River Parkway East
P.O. Box 448
New Port Richey, Florida 33552

ARTICLE X

The operation of the Corporation shall be governed by the By-Laws which are to be recorded among the Public Records of Pasco County, Florida.

The By-Laws may be altered, amended or supplemented in any duly called meeting of the Members provided:

(1) Notice of the meeting shall contain a statement of the proposed amendment;

(2) If the amendment has received the unanimous approval of the Board of Directors, then it shall be approved upon the affirmative vote of the Members casting a majority of the total votes of the Members of the Corporation;

(3) If the amendment has received less than unanimous approval by the Board of Directors, then the amendment shall be approved by the affirmative vote of the Members of the Corporation casting not less than seventy-five (75%) percent of the total vote of the Members of the Corporation;

and

(4) Said amendment shall be certified and recorded among the Public Records of Pasco County, Florida.

ARTICLE XI

The affairs of the Corporation shall be administered by the President of the Corporation, assisted by a Vice President, a Secretary and a Treasurer, and if any, the Assistant Secretary and the Assistant Treasurer subject to the directions of the Board of Directors. The Board of Directors, or President with prior approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the exclusive, singular and unique operation or management of the Corporation, provided that no such person or principal or entity employed as managing agent or personnel of the Corporation shall be a Member of the Corporation.

The Board of Directors shall elect the Officers of the Corporation at the first meeting of the Board of Directors following the annual meeting of the Members. The President shall be elected from the membership of the Board of Directors, but no other Officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the Office of President and Vice President shall not be held by the same person, nor shall the Office of President and Secretary or Assistant Secretary be held by the same person.

The initial Officers of this Corporation shall be as follows:

| <u>NAME</u> | <u>TITLE</u> |
|------------------------|--------------|
| Robert C. Kimpton | President |
| Garland W. Knight, Jr. | Treasurer |
| Joyce Albrecht | Secretary |

TICLE XII

These Articles of Incorporation may be altered, amended, changed, added to or repealed, in the manner as herein set forth, at any duly called meeting of the Members of this Corporation provided that notice of the meeting is given in the manner provided for in the By-Laws and that the notice contain a full statement of the proposed alteration, amendment, change, addition or repeal of any provision of these Articles, and that at such meeting there is an affirmative vote of three-quarters (3/4) of the Members, qualified to vote, present in person or by proxy in favor of said alteration, amendment, change, addition or repeal, provided that any amendment must be approved in writing by Declarant to have any effect if said amendment is passed prior to

ARTICLE XIII

This Corporation shall not have or issue shares of stock. No dividend shall be paid, and no part of the income of the Corporation shall be distributed to its Members, Directors or Officers. This Corporation may pay compensation in a reasonable amount to its Members, Directors and Officers for services rendered, may confer benefits upon its Members in conformity with its purposes, and upon dissolution or final liquidation, pursuant to Chapter 617, Florida Statutes, as amended from time to time, may make distribution to its Members, and no such payment, benefit or distribution shall be deemed to be a dividend or a distribution of income; provided, however, no compensation may be paid for services rendered solely in the capacity of a Director, Officer or Member.

ARTICLE XIV

As long as there is Class B Membership, the following actions will require the prior, written approval of the Federal Housing Administration or the Veterans Administration:

- (1) Annexation of additional properties;
- (2) Mergers and consolidations;
- (3) Mortgaging of the Common Area;
- (4) Dedication of the Common Area;
- (5) Dissolution and amendment of these Articles.

ARTICLE XI

The names and addresses of the incorporators of this Corporation are as follows:

| <u>NAME</u> | <u>RESIDENCE</u> |
|------------------------|--|
| Robert C. Kimpton | .2104 River Parkway East P.O. Box 448 New Port Richey, Florida 33552 |
| Garland W. Knight, Jr. | 2104 River Parkway East P.O. Box 448 New Port Richey, Florida 33552 |
| Joyce Albrecht | 2104 River Parkway East P.O. Box 448 New Port Richey, Florida 33552 |

WE, THE UNDERSIGNED, being each of the incorporators hereinabove named, for the purposes of forming a Corporation not for profit pursuant to Chapter 617, Florida Statutes, do hereby subscribe to these Articles of Incorporation and have hereunto set our hands and

seals this 1st day of August, 1985.

Robert C. Kimpton
ROBERT C. KIMPTON

Garland W. Knight, Jr.
GARLAND W. KNIGHT, JR.

Joyce Albrecht
JOYCE ALBRECHT

STATE OF FLORIDA
COUNTY OF MIAMI

BEFORE ME, the undersigned authority, this day personally appeared Robert C. Kimpton, Garland W. Knight, Jr. and Joyce Albrecht, who, after, being duly sworn according to law, depose and say that they are competent to contract and further acknowledge that they did subscribe to the foregoing Articles of Incorporation freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the 1st office, Florida, this 1st day of August, 1985.

Jessie K. Washington
Notary Public
State of Florida at Large

My Commission Expires: 3/10/87

CERTIFIED BY INITIAL REGISTERED AGENT

Having been named as the initial Registered Agent of MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC., I hereby agree to act in this capacity and agree to maintain said Corporation's initial registered office at 2104 River Parkway East, P.O. Box 448, New Port Richey, Florida 33552, and agree to comply with the provisions of the Florida Statutes relative to keeping open said office.


ROBERT C. KIMPTON

FILED
AUG 6 11 22 AM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CONSOLIDATION, RESTATEMENT AND AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF MILLPOND ESTATES SECTION TWO,
A SUBDIVISION OF PASCO COUNTY, FLORIDA,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24
AT PAGES 12-16 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA**

COME NOW Seventy-five percent (75%) of the owners of MILLPOND ESTATES SECTION TWO, as per Plat Book 24, pages 12-16 of the Public Records of Pasco County, Florida, and amend and restate the Declaration of Covenants, Conditions and Restrictions of MILLPOND ESTATES SECTION TWO, as per Plat Book 24, pages 12-16 of the Public Records of Pasco County, Florida;

WITNESSETH:

WHEREAS, PREMIERE GROUP, INC., a Florida corporation filed DECLARATION OF COVENANTS AND CONDITIONS in Official Record Book 1443, Pages 0936-0950, and

WHEREAS, PREMIERE GROUP, INC., a Florida corporation, filed SUBDIVISION RESTRICTIONS COVERING MILLPOND ESTATES SECTION TWO in Official Record Book 1443, Pages 951-959; and

WHEREAS, the undersigned owners are desirous of consolidating both sets of Restrictions and all Amendments into one document, and further providing for certain Amendments to the Covenants, Conditions and Restrictions; and

NOW, THEREFORE, all the property described in Plat Book 24, pages 12-16, of the Public Records of Pasco County, Florida, are held, sold, and conveyed, subject to the following Covenants and Conditions which consolidate, restate, and amend all previous restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the property and be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Section Two Association" shall mean and refer to Millpond Section Two Homeowners Association, Inc., its successors and assigns, a non-profit Florida corporation.

Section 2. "Board of Directors" shall mean and refer to MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC., its successors and assigns, a non-profit Florida corporation.

Section 3. "Owner(s)" or "Grantee(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, as later described herein, which is a part of MILLPOND ESTATES SECTION TWO, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(a) Owner of a Lot upon which a "Villa" (as hereinafter defined) is constructed shall mean a "Villa Owner". "Villa", "Patio Villa" and "Attached Villa" shall be interchangeable terms.

Section 4. "Properties" shall mean and refer to that certain property as described on Exhibit "A", as Revere Circle, Boston Circle and Balharbour Drive and Exhibit "B", (Tract "C" Parking Lot) and such additions and improvements thereon as may hereafter be built in MILLPOND ESTATES SECTION TWO.

Section 5. "Common Area" shall mean all property (including the improvements thereto) owned or to be owned by MILLPOND ESTATES COMMUNITY HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as "Community Association"), for the common use and enjoyment of the Owners, including but not limited to that certain property as described on Exhibit "A" as Tract K, L, M, and N attached hereto and made a part hereof.

Section 6. "Community Association," defined hereinabove, is a non-profit Florida Corporation, one of whose present and continuing members are Section Two Association and all other Homeowner and Villa Owner associations in Millpond Estates.

Section 7. "Lot" as used herein shall include any portion of a platted lot, provided that such portion of a lot contains one complete Villa Residential Unit. Millpond Estates Section Two is comprised solely of attached Villa Units with two (2) attached Villas on each lot separated by a common party wall. Each numerical lot is hereafter sub-designated as "A" or "B". Each sub-designated parcel shall be construed as a separate individual lot for the purposes and intentions herein enumerated. No platted lot shall contain more than two (2) Villa Units, and no sub-designated Lot shall contain more than one (1) Villa Unit. Sub-designated "Lots" as described herein may be separately conveyed in fee simple to a Villa Owner.

(a) "Villa" as used herein or in related documentation, shall mean an attached residential unit, connected to an adjoining villa by a common party wall. Each villa may be conveyed in fee simple separately together with the sub-designated lot on which the separate villa is situate. Villas may be one or two story buildings.

Section 8. "Roadways" shall mean the interior private paved roadway system contained within the ingress-egress utility easement

as described as the access and utility easements at Plat Book 24, at pages 12-16 of the public records of Pasco County, including, but not limited to, all improvements thereof and gutter systems adjacent or attached thereto. Said private roadway shall be maintained by Millpond Estates Section Two Homeowners Association, Inc.

Section 9. "Declarant" shall mean and refer to Premiere Group, Inc., which assigned its rights to its successor, Millpond Estates Section Two Homeowners Association, Inc.

Section 10. "Subdivision" shall mean the land subdivided as shown on the Plat of Millpond Estates Section Two, recorded in Plat Book 24, at pages 12-16, of the Public Records of Pasco County, Florida.

ARTICLE II

PROPERTY RIGHTS AND DUTIES

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) All provisions of this Declaration, any additional covenants and restrictions of record, any plat of all or any part or parts of the Properties, including easements reserved or delineated therein, the Articles of Incorporation and By-Laws of Section Two Association, and the Articles of Incorporation or any By-Laws of the Community Association;

(b) The right of Section Two Association and/or of the Community Association to suspend voting rights and right to use the recreational facilities which are part and parcel of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the rules and regulations adopted by the Community Association governing use and enjoyment of the Common Area;

(c) The right of the Community Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Community Association;

(d) Any and all restrictions covering MILLPOND ESTATES SECTION TWO.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Community Association, his right of enjoyment to the Common Area to the members of his family or his tenants.

Section 3. Ingress and Egress. A non-exclusive easement for access, ingress and egress is hereby created and reserved for traffic over, through and across sidewalks, walks, bikeways, paved surfaces, lanes, and roadways, as the same, from time to time, may exist upon the Lots or in the common areas and streets as shown on the Plat of Millpond Estates Section Two for each Owner, his family, tenants, guests, invitees, employees and agents and for Section Two Association employees and agents and for public officials and employees and all other persons who make use of travel on the same for lawful purposes.

Section 4. Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls, any nonparty wall or walls; for lateral and subjacent support; for roofs and eaves and for replacements thereof; and for encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. To the extent not inconsistent with the terms of this Declaration, the applicable case law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner, tenant or the Association.

Section 5. Casualties. In the event a Villa or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Common Areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom, and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of Common Areas to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

Section 6. Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Villa, Access Ways, or Common Areas, or any part or parts thereof, shall

be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications.

Section 7. Electrical Lines. On each parcel containing two (2) attached villa units, each villa unit is hereby granted a cross easement from the reciprocal attached villa unit for the purpose of installation, operation, use and maintenance of electrical service. By virtue of this easement, it is contemplated that the service line for both attached units shall run to one unit and that both electrical meters will be located on the one unit with a service line extended to the attached villa unit.

Section 8. Land Use and Building Type: No Villa shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than for single family occupancy.

This provision shall not prohibit construction of duplex patio villas on any lot in Millpond Estates Section Two. In such subdivision, Lot shall be defined to include any parcel upon which one patio villa unit is located. Each duplex villa shall include two patio villa units. No further subdivision of any Lot shall be allowed.

Section 9. Dwelling Quality and Size: No dwelling shall be permitted on any Lot of a lesser value or quality than the basic models without optional extras on display at the Subdivision, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date on which these covenants are recorded at the minimum cost stated herein for the maximum permitted dwelling size. Reference to quality herein refers only to the aesthetic architectural and structural aspects of the dwelling be restricted. The ground floor area of a patio villa, exclusive of open porches, shall not be less than 946 square feet for a one-story building.

Section 10. Lot Area and Width: No dwelling shall be erected on any parcel other than within a Lot as described on the Plat of Millpond Estates Section Two as recorded in Plat Book 24, pages 12-16, of the public records of Pasco County, Florida. This provision shall not be construed to prohibit construction of attached patio villa buildings where the center-wall of such building shall be located on the line separating two (2) individual patio villas, which such construction is specifically intended Millpond Estates Section Two. In such circumstances, the central "party wall" will fall on a line dividing the lot for subdividing and conveyance purposes. No further subdividing of any such lot will be allowed.

Section 11. Easements: Declarant, for itself and its grantees, legal representatives, successors and assigns, hereby

reserves and is given a perpetual, assignable, alienable and reasonable easement, privilege and right on, over, under and through the ground to erect, maintain, and use interior roadways and gutter systems, electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes, or for the installation, maintenance, transmission and use of electricity, master television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage, etc. and other convenience or utilities on, in, over and under all of the easements shown on or referred to in the Plat (whether such are shown on the Plat to be for drainage, utilities and other purposes) or on, in, over and under each Lot or plot. Declarant shall have the unrestricted and sole right and power of alienating, encumbering and releasing the privileges, easements and rights referred to in this Section. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines, etc., or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including but not limited to those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Declarant and its grantees, legal representatives, successors and assigns, including but not limited to, the SECTION TWO ASSOCIATION and the MILLPOND ESTATES COMMUNITY HOMEOWNERS ASSOCIATION, INC.

Within the aforementioned easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

✓ NO OBSTRUCTION SUCH AS GATES, FENCES OR HEDGES SHALL BE PLACED ON ANY LOT SO AS TO PREVENT ACCESS TO OR USE OF ANY OF THE AFOREMENTIONED EASEMENTS, ETC.

The easement area of each Lot shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company or SECTION TWO ASSOCIATION or MILLPOND ESTATES COMMUNITY HOMEOWNERS ASSOCIATION, INC. is responsible.

Section 12. Party Walls: (a) Each wall which is built as a part of the original construction of attached villas and placed on the dividing line between the attached villas shall constitute a party wall, and, to the extent not inconsistent with the provisions of these Restrictions, the general rules of the law of the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners of adjoining attached villas who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty and if such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore it, and if the other Owners thereafter make use of the party wall, they shall contribute to the cost of restoration thereof in proportion to their use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provisions of these Restrictions, an Owner, who by any negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this Restriction shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) In the event of any dispute arising concerning a party wall, or under the provisions of this Restriction, each Owner shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and said decision shall be enforceable in any court of competent jurisdiction. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the SECTION TWO ASSOCIATION shall select an arbitrator for the refusing Owner.

(g) In the event an Owner shall fail to effect reasonable repair and maintenance of a party wall, pursuant to this Section, in a manner satisfactory to the Board of Directors of SECTION TWO ASSOCIATION, then SECTION TWO ASSOCIATION, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the party wall. The cost involved therein shall be added to and become part of the assessment to which such Lot is subject. Said assessment shall be enforced by SECTION TWO ASSOCIATION, pursuant to the DECLARATION OF COVENANTS AND CONDITIONS.

Section 13. Wells: No wells may be drilled or maintained on any Lot without the prior written approval of Declarant. Any such approved wells shall be constructed, maintained, operated and utilized by the Owners of said Lot, in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto.

Section 14. Nuisances: No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the subdivision, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of the Subdivision, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Subdivision except by Declarant. All parts of the Subdivision shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Owner shall permit any use of his Lot or make any use of the Common Area that will increase the cost of insurance upon the Subdivision above that required when the Lot is used for the approved purposes, or that will cause any such insurance to be canceled or threatened to be canceled, except with the prior written consent of the SECTION TWO ASSOCIATION.

Section 15. Temporary Structures and Use: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be moved to, erected on or used on any Lot at any time for a residence, workshop, office or storage room, either permanently or temporarily. No business, service repair or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this Subdivision, no gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any of the houses built in this Subdivision or any ancillary building unless enclosed on all sides by a screening approved by an architectural control committee as hereinafter defined.

No canvas, pipe or any other type of carport shall be constructed on any Lot.

Section 16. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 17. Animals, Livestock and Poultry: No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, guineas, etc. shall be kept, permitted, raised or maintained on any Lot.

No other animals, birds or fowl shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Not more than two dogs, not more than two cats, and not more than six birds may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole and exclusive opinion of Declarant, become dangerous or an annoyance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Said sole and exclusive opinion of Declarant shall be evidenced by writing to the Owner of the Lot, whereupon the Owner shall have three (3) days to remove said animal. Birds shall be kept caged at all times.

In no event shall an Owner or any other person allow a dog in the streets, alleys or parkways or on his/her or on another Owner's Lot in MILLPOND ESTATES SECTION TWO unless carried or held on a leash not to exceed six (6) feet. Each Owner shall be responsible for picking up his dog's droppings in the streets, alleys or parkways or on his/her own or on any other Owner's Lot in MILLPOND ESTATES SECTION TWO and placing them in a plastic tie bag and disposing of same in garbage containers.

Section 18. Signs: (a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except "For Sale" signs, which signs may refer only to the particular Lot on which displayed, shall not exceed three square feet in size, shall not extend more than three feet above the surface of the ground, shall be fastened only to a stake in the ground, and shall be limited to one sign to a Lot. However, when a home is "open for inspection" and when and only so long as the particular home is attended by a representative of the Owner, then and only then, a sign advertising such, which sign shall not exceed three square feet in size, and which shall meet all of the other requirements of this Section, may be displayed or placed. Homeowners' Association agent may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this Section.

Section 19. Architectural Control, Walls and Fences: No building, wall, fences or other structures shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein, including exterior painting, be made until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the SECTION TWO ASSOCIATION. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article

will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining appropriate governmental approvals and permits. Small enclosed areas in back yards may be built by Lot Owners subject to Declarant approval. Lot Owners shall be responsible to maintain lawns and shrubs within any such enclosures.

No fence may be constructed on any lot or portion thereof which may inhibit, interrupt or interfere with lawn cutting.

No chain link fences shall be built, installed or constructed in Millpond Estates.

Section 20. Maintenance of Exterior of Owner's Property: In the event an owner of any Lot shall fail to maintain the exterior of his premises and the improvement situated thereon in a manner satisfactory to the Board of Directors of SECTION TWO ASSOCIATION, after approval by two-thirds (2/3) vote of the Board of Directors, SECTION TWO ASSOCIATION shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 21. View Obstructions: Declarant shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment and opinion of the Declarant, obstruct the vision of a motorist upon any of the private access streets or obstruct any view of the Common Area.

No Unit Owners shall construct, place, situate or cause to be constructed, placed or situated any fence, structure, wall, gate, hedge or plant which may obstruct the vision of any other lot Owner to or of the Common Area.

Section 22. Clotheslines: There shall be no clotheslines or other means of hanging clothes, clothing, linens, curtains, rugs, carpets, mops or laundry of any kind, or any other article, and no such item shall be hung on or to the exterior of any buildings, duplexes, walls, fences or other structures.

Section 23. Parking: Each Lot shall be provided with designated parking space within the Lot's boundaries. These areas are the attached garage and/or the paved driveway on the front of each unit, and only these designated areas may be utilized for vehicular parking. Parking of vehicles on the lawn or the tree lawn or street is prohibited. No Owner shall block, encumber, interfere with, obstruct or situate items of personal property on

the parking space of another Owner's Lot or any other portion thereof. The Board of Directors may at its discretion designate and post any and all of the aforementioned areas as TOW-AWAY ZONES, and contract with third parties to accomplish the tow away provision of this restriction.

Parking or storage of commercial vehicles and recreational vehicles:

Restrictions:

Except as hereinafter provided, no Owner or person having the use of a commercial vehicle or recreational vehicle shall park or allow to be parked either of said vehicles on his residential property or in the streets, alleys or parkways in Millpond Estates Section Two for a period in excess of one hour unless:

(a) Such vehicle is engaged in legitimate loading or unloading activities;

(b) Such vehicle is parked in a covered garage or carport; completely screened from public view by storage in an enclosed structure or area; or

(c) Such vehicle is or made necessary by actual physical impairment by the Owner or User thereof.

Definitions.

The term "commercial vehicle" for the purposes of this Rule and Regulation shall be defined as any one of the following classified vehicles:

State of Florida Vehicle Class

Descriptive Classification

| | |
|---|--|
| Nos. 31(over 1500 lbs.) 32, 33 & 34 | Commercial Trucks |
| No. 35 | Bus for Hire |
| No. 36 | Bus local |
| Nos. 37 & 38 | Bus |
| Nos. 40, 41, 42, 43, 44, 45, 46, 47, 48, & 49 | Truck-Tractors |
| Nos. 54 (over 1500 lbs.) & 55 | Trailer for hire (without a boat) |
| No. 56 | Semi-Trailer |
| No. 92 | Ambulance, Hearse, Wrecker, privately owned School Bus |
| No. 94 | Tractor Crane |

The term "recreational vehicle" shall be defined as one of the following classified vehicles:

| <u>State of Florida Vehicle Tax Class</u> | <u>Descriptive Classification</u> |
|---|--|
| No. 51 Nos. 54(over 1500 lbs.) & tt | Mobile Home Trailer for hire (with boat attached thereto) |
| Nos. 61, 62, 63, & 64 | Travel Trailer, Camp Trailer, Motor Coach |
| No. 93 | Boats |

Section 24. Water Softener: Provided the design, construction and installation location shall have first been approved by the Declarant in writing, Owners may have water softener units installed. No such equipment shall be above ground level more than eighteen (18) inches.

Section 25. Unit Plates: A plate showing the number of the villa shall be placed on each villa, and at the option and expense of the Owner a nameplate showing the name of the Owner may also be placed on such villa. However, the size, location, design, style and type of material for each such plate shall be first approved by Declarant, in writing.

Section 26. Electrical Interference: No electrical machinery, devices or apparatus of any sort, including but not limited to television antennae, shall be used or maintained in any Lot which causes interference with the television and radio reception in any other Lot.

Section 27. Mail: No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for such boxes or receptacles shall have been approved by Declarant.

Section 28. Duty to Maintain: All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior boundaries of a villa, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work, nor allow any condition to exist, that will impair the structural soundness or integrity of another home or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

Section 29. Rights of Others: Each Owner and occupant of a villa shall use the Common Area in such a manner as shall not

abridge the equal rights of the other Owners and occupants of homes to the use and enjoyment thereof.

Section 30. Regulations: Reasonable rules and regulations concerning the appearance and use of the Subdivision may be made and amended from time to time by the SECTION TWO ASSOCIATION in the manner provided by its Articles of Incorporation and By-Laws. Copies of the regulations and amendments thereto shall be furnished by the SECTION TWO ASSOCIATION to all Owners and residents of the Subdivision upon request.

Section 31. Restrictions Uniform: These Restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Declarant may execute and deliver conveying land in this Subdivision, whether or not specific mention of the Restrictions is made in such deeds or other instruments of conveyance. The Owner or occupant of each and every Lot in the Subdivision, by acceptance of title thereto or by taking of land in the Subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators and assigns that he will comply with and abide by each of the restrictions contained in this Instrument of Subdivision Restriction, and that he will exert his best efforts to keep and maintain the land in the Subdivision as an area of high standards.

Section 32. Rental of Villas: No unit may be rented or leased by an Owner until an information sheet has been presented to the Board of the Association. All rentals shall be pursuant to a written agreement with a minimum duration of one (1) year. However, with the approval of the Board of Directors of the Association, Unit Owners may rent a unit to two different renters in any one calendar year. The Association shall be provided with a fully executed copy of any leases and any lease renewals. The Association shall be informed in writing of any lease renewal at least thirty (30) days prior to the rental thereof. A renter shall deposit with the Association the sum of One Hundred Dollars (\$100) which shall be applied toward the repair of any damages to the common areas or damages to the exterior of the property caused by the renter either by overt action or by neglect or other act. Said deposit shall not bear interest, but shall be returned to the renter when the unit is vacated, less any charges incurred for the repair or maintenance of common areas or the exterior of the Lot. In the event the costs incurred for repair or maintenance exceed the amount of the deposit, the Association shall proceed against the Unit Owner, pursuant to Section 20 of these Restrictions. An assessment of Two Hundred Fifty Dollars (\$250) shall be imposed upon any unit Owner who violates the provision of this section, and said assessment may be collected by the remedy set forth in the Declaration of Covenants and Conditions. During the term of the lease agreement, the Owner relinquishes all right to use the common areas, including but not limited to the swimming pool, club house

and parking areas. Renters shall have the use of such common areas during the term of the lease.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS OF SECTION TWO ASSOCIATION

Section 1. Membership. The members of the Section Two Association shall consist of all Owners. Membership is automatically conferred upon acquisition of a Lot, as defined in this Declaration, and as evidenced by the filing of a deed to such a Lot. Membership is an incident of ownership and is not separately transferable.

Section 2. Voting Rights. All Owners 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. The vote for such Lot shall be exercised as said persons determine, but in no event shall more than one vote be cast with respect to any one Lot.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control. Common Areas, as referred to in this provision, shall specifically include maintenance and responsibility to the private access streets.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF SECTION TWO ASSOCIATION

Section 1. Maintenance of Common Area. Section Two Association, as set forth herein and in any other recorded restrictions, shall be responsible for the cost of maintenance, management and control of the Common Area and all improvements thereon, and shall, as necessary, assess and collect from all lot owners to keep in good, clean, substantial, attractive and sanitary condition, order and repair.

The Section Two Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those limited common areas which the Section Two Association may be obligated to maintain. The fund is maintained out of regular assessments for common expenses.

The Section Two Association has the right to grant permits, licenses and easements over the common areas in Section Two for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section Two Association, as set forth herein and in any other recorded restrictions, shall be responsible to the Community Association, on pro rata share basis, for the actual or projected cost of required maintenance, weed control and maintenance of lakes and lighted fountains, care and maintenance of entry monuments and landscape buffers, insurance, taxes, utilities, maintenance and management of the recreation center and common areas, and a pro rata share of all other obligations of the community association.

Section 2. Right of Entry. Section Two Association and the Community Association are hereby granted a right of entry to each Lot to the extent reasonably necessary to discharge their duties of maintenance and repair or for any other purpose reasonably related to the Section Two Association's performance or the Community Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a reasonable manner at reasonable times, except in emergencies. Such right of entry shall include ingress and egress for lawn maintenance.

Section 3. Decorative Identification Sign. The Community Association's maintenance responsibilities shall extend to and include maintenance of the decorative identification sign indicating the entrance to MILLPOND ESTATES SECTION TWO, and all future similar signs, for which the Section Two Association shall contribute its PRO RATA SHARE.

Section 4. Association Responsibilities. Section Two Association shall be responsible for contracting lawn cutting and fertilizing, weed control and pest control services for all lots in Millpond Estates Section Two. All other lawn, shrub and lot maintenance, including watering and trimming, etc., will be provided by individual lot owners. Section Two Association shall further be responsible for roof maintenance due to normal wear and aging and painting of Villas, as further provided herein.

Section 5. Fines.

(a) Compliance: Every unit owner and his tenants, guests, invitees and agents shall comply with any and all provisions of these covenants, conditions, and restrictions as set forth herein, and the rules and regulations as same exist and as may be adopted in the future by the Board of Directors.

(b) Enforcement: Failure to comply with such rules and regulations shall be grounds for immediate action which may

include, without limitation, an action to recover sums for damages, an action for injunctive relief, or any combination thereof.

(c) **Fines:** In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be levied upon a Unit Owner for failure of an Owner, his tenants, family guests, invitees, or employees to comply herewith or with any provision of the covenants, restrictions, and conditions as set forth herein and any rules or regulations, provided the following procedures are followed:

1. **Hearing.** The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before the Board of Directors after reasonable notice of not less than fourteen (14) days, and the notice shall include:

(i) A statement of the date, time and place of the hearing;

(ii) A statement of the provisions of the Declaration, By-Laws or rules which have allegedly been violated; and

(iii) A short and plain statement of the matters asserted by the Section Two Association.

B. **Response.** The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Section Two Association.

C. **Penalties.** The Board of Directors may levy a fine against an Owner's lot not to exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. A fine levied by these provisions shall constitute an assessment, and may be enforced by Section Two Association in the same manner as assessments.

D. **Payment of Penalties.** Fines shall be paid not later than five (5) days after notice of the imposition of same.

E. **Remedy.** For non-payment of fines the Section Two Association shall have all of the remedies provided by law.

F. **Non-Exclusive Remedy.** The fines provided for herein shall not be construed to be an exclusive remedy of the Section Two

Association, and shall exist in addition to all other rights and remedies to which the Section Two Association may be otherwise legally entitled; however, any penalty paid by the offending Unit Owner shall be deducted from or offset against any damage which the Section Two Association may otherwise be entitled to recover by law.

Section 6. Information. The Section Two Association is required to make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws, other rules concerning the project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of Assessments. Declarant, for each lot owned within the Properties, hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Section Two Association:

- (a) Annual assessments as hereinafter defined;
- (b) Special assessments, not otherwise herein contained, against any particular Lot which are established pursuant to the terms of this Declaration or pursuant to the terms of the Articles of Incorporation and By-Laws of Section Two Association or of the Community Association for capital improvements; and
- (c) All excise taxes, if any, which may be imposed on all or any portion of the foregoing by law.
- (d) Each Villa Owner shall also pay a special assessment for the lawn cutting, fertilizing, weed control and pest control services provided by Section Two Association; provided, however, said special assessment may only be used for the purpose herein stated.
- (e) Each Villa Owner shall also pay a special assessment for roof maintenance provided by Section Two Association; provided, however, said special assessment may only be used for the purpose herein stated.

(f) Each Villa Owner shall also pay a special assessment for painting of exteriors of Villas; provided, however, said special assessment may only be used for the purpose herein stated.

All such assessments, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall pass to an Owner's successors in title only if expressly assumed by said successors.

Section 2. Purpose of Assessments. The assessments levied by the Section Two Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement, management, operation and maintenance of the Common Area, of decorative identification sign(s), lakes, fountains, landscaped buffers existing now or in the future, the roadways and paved areas held by the Community Association, and such emergency repairs as the Association shall deem necessary. The Section Two Association shall effectuate the foregoing purposes in accordance with the Articles of Incorporation and By-Laws of this Association and the Community Association.

(a) The special lawn cutting, fertilizing, weed control and pest control services assessment above described, levied by Section Two Association on each Villa, in addition to the annual assessments, will be used exclusively for services provided by Section Two Association.

(b) The Board of Directors shall levy assessments for the following purposes and shall insure that reserve funds shall be established and maintained for each activity:

Maintenance of Roadways
Painting of Exterior of Villas
Capital Expenditure for Maintenance
of Villa Roofs, due to normal wear
and aging.

(c) The special assessment for roof maintenance above described, levied by Section Two Association on each Villa in addition to the annual assessments, will be used exclusively for the roof maintenance service provided by Section Two Association, as follows:

(1) Beginning with the year each Villa is 8 years old, the Association will pay for annual roof inspections, to be performed by a licensed roofer. The Association will also be responsible for

any repairs deemed necessary, due to normal wear and aging, by a licensed roofer approved by the Board of Directors.

(2) If it is determined that roof recovering/replacement is necessary due to normal wear and aging, said recovering/replacement will be performed in accordance with the Pasco County Building Department Minimum Standards in existence at that time, and shall include:

Complete roof recovering - one time only -(shingle over shingle) with top quality, mildew resistant shingles, or
Complete roof replacement, including sub-structure, with top quality, mildew resistant shingles.

(d) After Roof recovering or roof replacement, annual inspections will resume on the eighth year following such roof recovering/replacement.

(e) Flat roofs will be inspected every four years and repaired or replaced when deemed necessary by a licensed roofer.

(f) Inasmuch as the Association has assumed responsibility for complete roof maintenance, Owners will not be permitted to pressure clean any roof, or Association roof maintenance may be voided.

(g) The special assessment for painting of Villas, levied by Section Two Association on each Villa in addition to the annual assessments, will be used exclusively for painting of Villas, which will be performed on a periodic schedule of 5 years, or sooner if deemed necessary by the Board of Directors.

(h) The Board of Directors may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item in the designated Reserve Account.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seven Hundred Eight (\$708.00) Dollars per lot.

(a) From and after January 1st of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) percent above the maximum assessment for the previous year without a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all

members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. In the absence of a quorum, a subsequent meeting may be called subject to the same notice requirement. The required quorum at a subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. *To in more th 57. Quorum 60% need 2/3 vote*

Section 5. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. *of new*

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the 1st day of the month following the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The assessments, at the election of the Section Two Association, may be collected in advance on a bi-annually, quarterly or monthly basis. The Section Two Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Section Two Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Section Two Association as to the status of assessments on a Lot is binding upon the Section Two Association as of the date of its issuance.

Section 7. Effect of Non-payment of Assessments; Remedies of Section Two Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of fourteen (14%) percent per annum, together with a Ten (\$10.00) Dollar late fee administrative charge. The Section Two Association may, at its election, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or both. An election hereunder shall not be a waiver of any right or other rights Section Two Association may have either in law or equity. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. *New Amendment BK 8896 pg 1140 7/1/11*

Section 8. Subordination of the Lien to Mortgages. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized for (10) years, and shall be subordinate to any mortgage held or insured by the Federal Housing Administration or held or guaranteed by the Veterans Administration, regardless of the period

of amortization. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Section Two Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all the costs and expenses of such foreclosure, including reasonable attorneys' fees and appellate attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Section Two Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owners' title is divested by foreclosure. The Section Two Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In the event the foreclosure sale results in a deficiency, Section Two Association may, in its discretion, obtain a personal judgment against an Owner thereof for such deficiency in the same manner as is provided for foreclosure of mortgages on real property in the State of Florida.

Section 10. Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall agree to waive any and all possible defenses of homestead protection in an action for the foreclosure of the lien for sums assessed pursuant to this Declaration.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 1. Enforcement. If any covenants or conditions herein are breached by the owner, his assigns, tenants, or agents, it shall be lawful for Owners or the Section Two Association to enforce these covenants and conditions; the losing party to pay all costs thereof, including attorneys' fees, and:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such Covenants or Conditions; or

(b) To institute and maintain civil proceedings in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants or Conditions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, Section Two Association, their grantees, successors or assigns, to enforce any Covenant, Condition or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 3. Severability. Invalidation of any one of these conditions and covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Annexation. Additional residential real property may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members of Section Two Association.

Section 5. Term and Amendment. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded, after which time same shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by written ballot or petition of seventy-five (75%) percent of the Owners approving any amendment or change, and MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC., signing said amendment and recording same in the Public Records of Pasco County, Florida. Any amendment which would affect the surface water management system, including the water management portions of the Common Area, shall require the prior written approval of the Southwest Florida Water Management District.

Section 6. Additional Covenants. No property Owner, without the prior written approval of Declarant, may impose any additional covenants or restrictions on any part of the land shown on the Plat.

Section 7. Lender's Notices. Upon written request to the Section Two Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any

mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Section Two Association.

(d) Any proposed action that required the consent of a specified percentage of mortgage holders.

Section 8. Insurance and Fidelity Bonds. The Section Two Association shall maintain in effect casualty and liability insurance and fidelity bond coverage as specified in the FNMA Lending Guide, Chapter Three, Part Five, Insurance Requirements.

Section 9. All of the Declarant's duties, rights and privileges hereinabove cited shall inure to the benefit of SECTION TWO ASSOCIATION upon the election of a majority of the SECTION TWO ASSOCIATION Board of Directors by the Owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 16th day of October, 1997.

Signed and sealed by _____

BY-LAWS

OF

MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC.
(a Florida corporation not for profit)

ARTICLE I - IDENTITY

The name of this Corporation is MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC.

The principal office of the Corporation is at 2104 River Parkway East, P.O. Box 448, New Port Richey, Florida, 33552, or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II - PURPOSE

This Corporation is organized as a Homeowners Association to exercise all powers granted to it as a Corporation under the laws of Florida, these By-Laws and the Articles of Incorporation.

ARTICLE III - DIRECTORS AND OFFICERS

A. DIRECTORS

1. The affairs of the Corporation shall be managed by a Board of Directors, composed of not less than three (3) nor more than seven (7) persons, as may be determined from time to time by the Voting Members (as defined in ARTICLE VI herein).

2. Directors shall be elected by the Voting Members at the annual meeting of Members and shall hold office until their successors are elected and shall qualify (except as to the first Board of Directors, whose members are designated in the Articles of Incorporation, and who shall serve pursuant to the terms of ARTICLE IX of the Articles of Incorporation).

At least ten (10) days before the annual meeting, a complete list of Voting Members together with the residence of each, shall be prepared by the Secretary. Such list shall be open at the office of the Corporation for ten (10) days prior to the election for the examination by any Member and shall be produced and kept at the time and place of election, subject to the inspection of any Member who may be present.

See change - Amendment 11/9/1988 Recorded 11/14/89 See change
(3) Directors shall be elected for a term of one year.

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Corporation. the Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Directors shall be Voting Members of the Corporation except that this provision shall not apply to the persons designated to be first Board of Directors by ARTICLE IX of the Articles of Incorporation or any successors appointed by Declarant. Election to the Board of Directors shall be by secret written ballot. At such election the Voting Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of ARTICLE VI herein.

No Director shall receive or be entitled to any compensation for his services as Director, but shall be entitled to reimbursement for all reasonable expenses sustained by him as such, if incurred upon the authorization of the Board.

B. OFFICERS

The Officers of the Corporation shall be: a President, one or more Vice Presidents, a Secretary and a Treasurer and such other Officers as the Board of Directors may designate. The Officers named in the Articles of Incorporation shall serve until the first regular meeting of the Board, and at such meeting the Board shall elect the aforesaid Officers. Officers elected at the first meeting of the Board shall hold office until the next ensuing meeting of Directors following the next succeeding annual meeting of Members or until their successors shall have been elected and shall qualify.

C. RESIGNATION AND VACANCY

Any Director or Officer of the Corporation may resign at any time by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Corporation. The acceptance of a resignation shall not be necessary to make it effective.

When a vacancy occurs on the Board, the vacancy shall be filled by the remaining Directors at their next special or regular meeting, by electing a person who shall serve until the next annual meeting of Members, at which time a Director will be elected to complete the remaining portion of the unexpired term. *See 7/1/91 Change 197 FLORIDA LA 617.0809 FOR THE UNEXPIRED TERM*

When a vacancy occurs in an office for any cause before an Officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board and shall qualify.

D. EXECUTIVE COMMITTEE

The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee to consist of three (3) or more Directors which, to the extent provided in the resolution, shall have and exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation, and may have power to authorize the seal of the Corporation to be affixed to all papers which may require it. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required.

ARTICLE IV - POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

The Corporation shall have all power granted to it by law, the DECLARATION OF COVENANTS AND CONDITIONS to be executed by Declarant and to be filed in the Official Books and Records of Pasco County, Florida (hereinafter referred to as "Declaration"), the SUBDIVISION RESTRICTIONS to be executed by Declarant and be filed in the Official Books and Records of Pasco County, Florida (hereinafter referred to as the "Restrictions"), and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration or Restrictions, the Articles of Incorporation, these By-Laws, or by law; and the aforementioned powers of the Corporation shall include, but not be limited to, the following:

(1) All of the powers specifically provided for in the Declaration and Restrictions;

(2) The power to join by appropriate resolution, the MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC. and enjoy the right and benefits of a Corporate Member thereof;

(3) The power to levy and collect assessments, and to promulgate reasonable rules and regulations by the majority vote of the Board of Directors pursuant to Article VII, B3 herein.

(4) The power to levy and collect special assessments;

(5) The power to remit moneys collected for the purpose of paying the Corporation's pro rata share of the maintenance expenses of the Common Area as defined in the Articles of Incorporation, Declaration, and Restrictions and of the Roadways as defined therein;

(6) The power to enforce by any legal means the provisions of the Declaration, the Restrictions, Articles of Incorporation, and the By-Laws; ~~of Covenants & Conditions~~

(7) The power to collect delinquent assessments by suit or otherwise and to suspend the voting rights and right to use of the recreational facilities contained in the Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Corporation or by the MILLPOND ESTATES COMMUNITY HOMEOWNERS ASSOCIATION, INC. Such rights may also be suspended for a period not to exceed sixty (60) days for infraction of the published rules and regulations for the Common Area;

(8) The power to select depositories for the Corporation funds, and to determine the manner of receiving, depositing, and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, as otherwise provided by these By-Laws;

(9) The power to exercise for the Corporation all duties and authority vested in or delegated to this Corporation and not reserved to the Membership by the Articles of Incorporation or other provisions of these By-Laws;

(10) The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind; and

(11) The power to purchase Officers' and Directors' liability (errors and omissions) insurance and the power to cause all Officers or employees having fiscal responsibilities to become bonded, as the Board may deem to be necessary.

ARTICLE V - DUTIES OF OFFICERS

A. The President shall:

(1) Act as presiding officer at all meetings of the Corporation and of the Board of Directors;

(2) Call special meetings of the Board of Directors and of Members;

(3) Sign all checks, contracts, promissory notes, deeds and other instruments on behalf of the corporation, except those which the Board of Directors specifies may be signed by other persons;

(4) Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out; and

(5) Appoint committees including but not limited to an architectural control committee, and to be ex-officio member of all committees, and render an annual report at the annual meeting of Members.

B. The Vice President shall:

(1) Act as presiding officer at all meetings of

the Corporation and of the Board of Directors when the President is absent;

(2) Perform other acts and duties required of the President, in the President's absence; and

(3) Perform such other duties as may be required of him by the Board.

C. Should the President and Vice President be absent from any meeting, the Directors shall select from the Board a person to act as chairman of the meeting.

D. The Secretary shall:

(1) Attend all regular and special meetings of the Members of the Corporation and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done;

(2) Have custody of the corporate seal and affix same when necessary or required;

(3) Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, and keep Membership books;

(4) Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board; and

(5) Have custody of the minute book of the meetings of Directors and Members, which minute book shall at all times be available at the office of the Corporation for the information of Lot owners or their authorized representatives, and act as transfer agent to record transfers, and regulations in the corporate books. The Corporation shall retain the minutes for a period of not less than seven years.

E. The Treasurer shall:

(1) Attend all meetings of the Membership and of the Board of Directors;

(2) Receive such moneys as shall be paid into his hands for the account of the Corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Corporation which he shall keep safely deposited;

(3) Supervise the keeping of accounts of all financial transactions of the Corporation in books belonging to the Corporation, and deliver such books to his successor. He shall prepare and distribute to all Directors at least ten (10) days prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Corporation for the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the Members at the annual meeting, and make all reports required by law.

(4) Cause annual audit of the Corporation books to be made at the completion of each fiscal year.

In the event the Corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VI _ MEMBERSHIP

A. Membership in the Corporation is limited to Owner(s), as defined in Article I, Section 2, of the Declaration. Membership is automatically conferred upon acquisition of a Lot, as defined in Article I, Section 6, of the Declaration, and as evidenced by the filing of a deed to such Lot. Membership is an incident of ownership and is not separately transferable.

B. There shall be one person with respect to each Lot ownership who shall be entitled to vote at any meeting of the Corporation. Said person is the "Voting Member". If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated in a certificate signed by all of the record Owners of the Lot, and filed with the Secretary of the Corporation. If a Lot is owned by a corporation, or partnership, and officer, partner or employee thereof entitled to cast the vote of the Lot for the corporation or partnership shall be designated in a certificate for this purpose, signed by the president or vice president, attested by the secretary or assistant secretary of the corporation or general partner of a partnership, and filed with the Secretary of the Corporation. The person designated in such certificate who is entitled to cast the vote for a Lot shall be known as the "Voting Member". If such a certificate is not on file with the Secretary of the Corporation for a Lot owned by more than one person or by a corporation, the vote of the Lot concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Lot, except if said Lot is owned by a husband and wife. Such certificate shall be valid until revoked or until superceded by a subsequent certificate, or until a change in the ownership of the Lot concerned. If the Lot is owned jointly by a husband and wife, the following three provisions are applicable thereto:

1. They may, but they shall not be required to, designate a Voting Member;
2. If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at the meeting; and
3. Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.

If a Lot is owned by one person, his right to vote shall be established by the recorded deed to the Lot. A vote of a Lot is not divisible.

C. Membership in the Corporation may be transferred only as an incident to the transfer of title to a Lot and shall become effective upon the recording of a deed to such Lot.

D. Membership shall terminate upon the transfer of title to a Lot.

ARTICLE VII - MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

A. MEETINGS OF MEMBERS

All meetings of the Corporation shall be held at the office of the Corporation, or may be held at such time and place as shall be stated in the notice thereof.

Amendment attached
2nd Mon. of Jan
ANNUAL MEETINGS: Annual Members' meeting shall be held at the office of the Corporation or may be held at such place as shall be stated in the notice thereof upon a date appointed by the Board of Directors, which shall fall on the second Monday in January each year. No meeting shall be held on a legal holiday. The meetings shall be held at such time as the Board shall appoint from time to time. The first annual meeting of the Members shall be held on the second Monday in January of the year following the year in which the Corporation is

'89 + '90 changed to 2nd - 5th

incorporated at such time as the Board of Directors shall designate. If the day of the first annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

The Order of Business shall be as follows:

- (1) roll call of Voting Members;
- (2) proof of notice of meeting;
- (3) reading of minutes of last annual meeting;
- (4) reports of Officers;
- (5) report of committees;
- (6) election of Directors;
- ✓(7) old business;
- ✓(8) new business;
- (9) adjournment.

SPECIAL MEETINGS: Special meetings shall be held whenever called by the President, or by a majority of the Board of Directors and must be called by the Secretary, upon receipt of a written request from Voting Members of the Corporation owning ten (10%) percent of the Lots. Business transacted at all special meetings shall be confined to the objects and action to be taken, as stated in the notice of the meeting.

PROXIES: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Corporation prior to the meeting. A proxy shall be valid only for the meeting for which it was executed and shall entitle the holder thereof to vote until revoked in writing by the grantor, such revocation to be lodged with the Secretary, or until the death or legal incompetence of the grantor.

*1/2 = 56 + 1 = 57
See Amendment*
QUORUM: A quorum for the transaction of business at any annual or any special meeting shall consist of a majority of the Voting Members, represented either in person or by proxy; but the Voting Members present at any meeting although less than a quorum, may adjourn the meeting to a future date.

VOTING REQUIRED TO MAKE DECISIONS: When a quorum is present at any meeting the vote of a majority of the Voting Members present in person or by proxy shall decide any question brought before the meeting, unless the Articles of Incorporation or these By-Laws or any applicable statute provide otherwise, in which event the vote prescribed by the Articles or the By-Laws or such statute shall control.

B. DIRECTORS' MEETINGS

1. The organizational meeting of the Board of Directors shall be held at the office of the Corporation immediately following the adjournment of the annual meeting of Members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the Directors may designate, in which event no notice need be sent to the Directors once said schedule has been adopted.

2. Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each Director (in writing) to be delivered by mail or in person. Special meetings may also be called on written request of one Director. All notice of special meetings shall state the purpose. All meetings, except during the tenure of the first Board, shall be open to all Lot Owners.

3. **QUORUM:** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for

the transaction of business, and the acts of a majority of Directors present at such meeting at which a quorum is not present shall be the acts of the Board of Directors. The presiding officer may adjourn from time to time, any meeting at which a quorum is not present, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be concluded without further notice.

ARTICLE VIII - NOTICE

Written notice of annual and special meetings of the Members shall be given to each Owner at least fourteen (14) days prior to said annual or special meeting. Unless an Owner waives in writing the right to receive notice of the annual or special meeting by mail, the notice of the annual or special meeting shall be sent by mail to each Lot Owner and the post office certificate of mailing shall be retained as proof of such mailing. An Owner may waive notice of meetings and may take action by written agreement without meetings.

ARTICLE IX - PROCEDURE

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the Corporation or with the Statutes of Florida.

ARTICLE X - ASSESSMENTS AND MANNER OF COLLECTION

The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the assessments. Assessments include those expenses described in the Declaration and Restrictions, and any other expenses designated as assessments by the Board of Directors, under the authority and sanction of the Declaration and Restrictions.

The Board of Directors shall mail copies of the proposed annual budget of assessments to the Voting Members annually. So long as the initial Board remains in office or the Declarant is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than five (5%) percent of the prior fiscal or calendar year's assessment without approval of two-thirds (2/3) of each class of Members qualified to vote in person or by proxy at a meeting duly called for this purpose.

Funds for the payment of assessments shall be assessed against and shall be a lien against the Lots in equal proportion or percentage.

Regular assessments shall be paid by the Members on the first of each month.

Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments.

When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each Lot Owner. Assessments are payable at the office of the Corporation.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the requirements of the maintenance, repair, and replacement of certain property described in the Declaration, in which event the Board of Directors may increase or diminish the amount of an assessment and make such adjustments in cash, or otherwise, as they shall deem proper, including the assessments of each Lot Owner of his proportionate share of any deficiency, if necessary. Notice of all changes in assessments shall be given to all Lot Owners.

Assessments are due on the dates stated in the notice of assessment, and thereafter, after being delinquent for ten (10) days,

shall bear interest at eight (8%) percent per annum until paid.

In the event an assessment is not paid when it is due and payable, the Corporation, through the Board of Directors, may proceed to enforce and collect said assessment from the delinquent Owner in any manner provided for by the Declaration, the Articles of Incorporation and these By-Laws. Each Lot Owner shall be individually responsible for the payment of assessments against his Lot and for payment of reasonable attorneys' fees and costs incurred by the Corporation in the collection of sums due and the enforcement of any lien held by the Corporation, including attorneys' fees on appeals, if any.

If a Lot Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not earlier than fifteen (15) days after delivery of or the mailing of such notice to the Owner.

ARTICLE XI - FISCAL MATTERS

FISCAL YEAR: The fiscal year of the Corporation shall begin on the first day of January in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board of Directors deems it advisable.

DEPOSITORIES: The funds of the Corporation shall be deposited in a bank or banks in Pasco County, Florida, in an account for the Corporation under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of such Officers or persons as may be designated by the Board of Directors. Said funds shall be used only for corporate purposes.

FIDELITY BONDS: Fidelity bonds may be required by the Board of Directors from all Officers and employees of the Corporation, and from the person, firm or corporation handling or responsible for Corporation funds. The premiums for such bonds shall be paid by the Corporation.

RECORDS: The Corporation shall maintain accounting records according to good accounting practices which shall be open to inspection by any Owner at reasonable times. Such records shall include a record of receipts and expenditures on account of each Owner, the amount of each assessment, the due dates and amount of each assessment, the amounts paid upon the account, and the balance due, a register for the names of any mortgage holders or lien holders who have notified the Corporation of their liens and to which lien holders the Corporation will give notice of default if required.

ANNUAL STATEMENT: The Board of Directors shall present at each annual meeting a full and clear statement of the business and condition of the Corporation.

INSURANCE: The Corporation shall procure, maintain and keep in full force and effect all insurance required by the Declaration, Restrictions, Articles of Incorporation, By-Laws or by law.

ARTICLE XII - VIOLATIONS AND DEFAULTS

In the event of a violation (other than non-payment of an assessment by an Owner) of any of the provisions of the Declaration, Restrictions, the Articles of Incorporation, these By-Laws, or the Rules and Regulations of the Corporation, the Corporation, after reasonable notice to cure, not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to injunctive relief, and in the event of a failure to pay assessments, the right to foreclose its lien as provided in the Declaration and Restrictions; and in every such proceeding, the Owner shall be liable for court costs and the Corporation's reasonable

attorneys' fees including attorneys' fees on appeals. If the Corporation elects to enforce its lien by foreclosure, the Owner shall be required to pay a reasonable rent for his Lot during litigation and the Corporation shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Corporation without waiving the lien securing such unpaid assessments.

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, as provided for by Florida Law. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing herein contained, however, shall be construed as to modify any waiver by the insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Article, shall be charged to said Owner as a specific item which shall be a lien against said Lot with the same force and effect as if the charge were a part of the assessment.

ARTICLE XIII - AMENDMENT OF BY-LAWS

These By-Laws may be amended in manner as provided in Article X of the Articles of Incorporation of the Corporation.

ARTICLE XIV - VALIDITY

If any By-Law shall be adjudged invalid, such fact shall not affect the validity of any other By-Law.

ARTICLE XV - INDEMNIFICATION

Every Director and Officer of the Corporation shall be indemnified by the Corporation to the full extent permitted by law against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed upon him, including attorneys' fees on appeal, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of breach of his duties; provided that all settlement must be approved by the Board of Directors as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled under law.

ARTICLE XVI - LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of ownership of a Lot or Membership in the Corporation shall not relieve or release any such former Owner or Member from any liability or obligations incurred under or in any way connected with Millpond Estates Section Two Homeowners Association, Inc., during the period of such ownership and membership, or impair any rights or remedies which the Corporation may have against such former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE XVII - MORTGAGE REGISTER

The Corporation may maintain a register of all mortgages, and at the request of a mortgagee, the Corporation shall forward copies of all notices for unpaid Assessments or violations served upon an Owner to said mortgagee. If a register is maintained, the Board of Directors may make such charge as it deems appropriate against the applicable Lot for supplying the information provided herein.

ARTICLE XVIII - CONSTRUCTION TO BE CONSISTENT WITH DECLARATION

These By-Laws and the Articles of Incorporation of the

59

Corporation shall be construed in case of any ambiguity or lack of clarity consistent with the provisions of the Declaration.

The foregoing was adopted as the By-Laws of MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, at the first meeting of its Board of Directors.

Joyce Albrecht
Secretary

Approved:

Robert C. Kimpton
President

STATE OF FLORIDA
COUNTY OF Duval

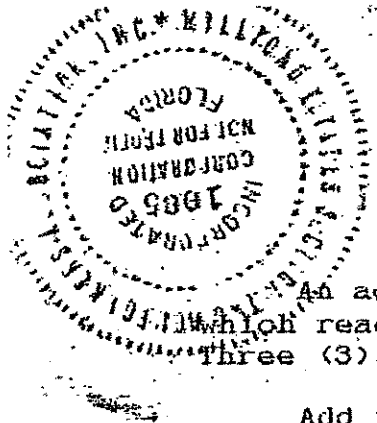
BEFORE ME, the undersigned authority, personally appeared Robert C. Kimpton and Joyce Albrecht, as President and Secretary respectively, of Millpond Estates Section Two Homeowners Association, Inc., a Florida corporation not for profit, to me known to be the persons who executed the foregoing instrument and who acknowledged before me that they executed the same in the name of and for said corporation and that they were authorized to do so.

WITNESS my hand and official seal in County and State last aforesaid this 9th day of August, 1985.

Gene Page
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 18, 1986



Amendment to the By-Laws of MILLPOND ESTATES SECTION TWO Homeowners Association, Inc.

An addition to be made to Article III, page 1, the paragraph which reads as follows: "At the first Annual Meeting of the members, three (3) directors shall be elected for a term of one year."

Add to this paragraph:

"Beginning with the Annual Meeting of January 1989, Five (5) directors shall be elected. The terms of office for three (3) directors to expire in two (2) years, the terms of office for two (2) directors to expire in one (1) year. At subsequent annual meetings, directors will be elected to fill only those whose terms expire on the date of the annual meeting."

5.00
1.00
6.00

The above change was unanimously approved by the Board of Directors at the regular monthly meeting of October 19, 1988. At the regular membership meeting of November 9, 1988, at which a quorum was present, a unanimous vote was recorded in favor of this change. The minutes of both meetings record the action taken on this amendment.

Witnessed:
Stanley F. Burak

Signed:
S. Robert Morrison, President

S. Robert Morrison

Signed:
Lawrence Lonigan, Secretary

Lawrence Lonigan

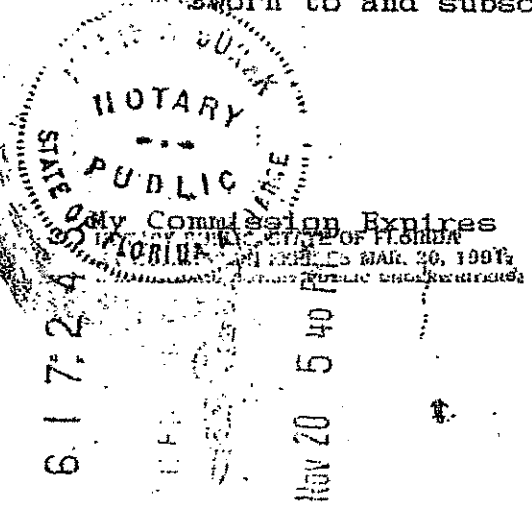
State of Florida
County of Pasco

Sworn to and subscribed before me this 14th day of November 1989.

Stanley F. Burak

Notary Public
200007 10 7373 11-20-89 2
13:13

RECORD/INDEX
01 00 40 1 5.00
REC MOD TR FUND
01 00 42 1 1.00
10 CASH TOTAL 1 6.00



RECORD VERIFIED
JED PITTMAN
Clerk of Court Pasco County
J. Pitman

Nov 1989

Prepared by S. Robert Morrison
4220 Revere Cir.
New Port Richey, FL 34653

Dear Member: Here is your copy of the 2 Pages, as Recorded, the amendments changes and additions to our Documents. Please cut out and attach to their respective sections. (17)

9-150
11.50

Book 2091 2/6/92
Pg-0278

MILLPOND ESTATES - SECTION TWO HOMEOWNER'S ASSOCIATION

AMENDMENTS TO THE DOCUMENTS OF MILLPOND ESTATES SECTION TWO, A SUBDIVISION OF PASCO COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24 AT PAGES 12 TO 16 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

The following Items (1 through 4) are changes and additions to the above referenced documents. These changes were approved by the Association membership at the Annual Meeting held January 8, 1992.

ITEM 1:

The amendment is applicable to Article VII, A. (QUORUM) of the above referenced BY-LAWS. The change is underlined.

QUORUM: A quorum for the transaction of business at any annual or special meeting shall consist of forty per cent (40%) of the Voting Members, represented either in person or by proxy; but the Voting Members present at any meeting although less than a quorum, may adjourn the meeting to a future date.

VOTING REQUIRED TO MAKE DECISIONS: When a quorum is present at any meeting the vote of a majority of the Voting Members present in person or by proxy shall decide any question brought before the meeting, unless the Articles of Incorporation or these By-Laws or any applicable statute provide otherwise, in which event the vote prescribed by the Articles or the By-Laws or such statute shall control.

STATE
LAW NEW
REQUIREMENTS
30%



Rcpt: 1532089 Rec: 27.00
DS: 0.00 IT: 0.00
07/01/13 L. Serio, Dpty Clerk

PAULA S O'NEIL, PH D PASCO CLERK & COMPTROLLER
07/01/13 10:56am 1 of 3
OR BK 8896 PG 1138


CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
MILLPOND ESTATES SECTION 2 HOMEOWNERS ASSOCIATION, INC

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of
Covenants and Restrictions of Millpond Estates Section Two, as described in Official
Records Book 1443 at Page 936, and encumbering the property described in Plat Book
24, Pages 98-100, of Pasco County, Florida, as amended, was duly approved in the
manner required by the Declaration of Covenants and Restrictions. This Certificate was
prepared based on representations of the Association, and there was no independent
verification by the scrivener of the process or procedures relative to said amendment.

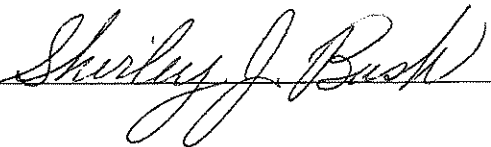
IN WITNESS WHERE, we have affixed our hands this 29th day of June,
2013, at Pasco County, Florida.

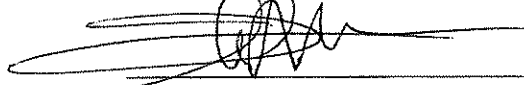
WITNESSES:

MILLPOND ESTATES SECTION TWO
HOMEOWNERS ASSOCIATION, INC.


Signature of Witness #1

Thomas J. McConville
Printed Name of Witness #1

By: 

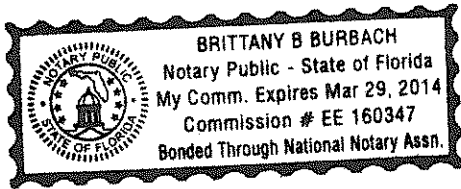

Signature of Witness #2

Shawn L. Mc...
Printed Name of Witness #2

Attest: Shirley J. Bush

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 29 day of June, 2013, by Shirley J Bush, to me known to be the President and Secretary, respectively, of Millpond Estates Section Two Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FL DL and BB&T Card as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.



Brittany Burbach
Notary Public, State of Florida at Large

BRITTANY BURBACH
Printed Name of Notary Public

ADOPTED AMENDMENT TO THE
DECLARATION OF COVENANTS AND CONDITIONS OF
MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOC., INC.

Article V Section 7 of the Declaration of Covenants and Conditions of Millpond Estates Section Two Homeowners Association, Inc. has been adopted and amended to read as follows:

Section 7. Effect of Non-payment of Assessments; Remedies of Section Two Association:

"Any assessment not paid within 10 days after the due date (the first of each month) shall bear interest from the due date at the rate of 14% per annum together with a \$25.00 late administrative fee. The Section Two Association may, at its election, bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or both. An election hereunder shall not be waiver of any right or other rights Section Two may have either in law or equity. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot."

SAMPLE
BALLOT

The Board of Directors of Millpond Estates, Section Two, Homeowners Association, Inc., at its March 13, 2013 meeting, voted unanimously to amend Article V, Section 7, Page 20 of its Covenants, Conditions, and Restrictions (below) so that the underlined portion will read:

"Any assessment not paid within 10 days after the due date (the first of each month) shall bear interest from the due date at the rate of 14% per annum together with a \$25.00 late administrative fee."

It is required that as many members as possible be contacted for their vote. A 75% "YES" vote is needed to allow this amendment.

YES, amend Sec. 7 NO, do not amend Sec. 7

Lot # _____ Address _____
Owner _____ Signature _____

Section 7. Effect of Non-payment of Assessments; Remedies of Section Two Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of fourteen (14%) percent per annum, together with a Ten (\$10.00) Dollar late fee administrative charge. The Section Two Association may, at its election, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or both. An election hereunder shall not be a waiver of any right or other rights Section Two Association may have either in law or equity. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized for (10) years, and shall be subordinate to any mortgage held or insured by the Federal Housing Administration or held or guaranteed by the Veterans Administration, regardless of the period.

Millpond Estates Section Two
Homeowners Association Inc

May 6, 2013

Dear Neighbor:

According to our records, the unmarked
Ballot recently mailed to you has not
been returned,

It is imperative that all members of our
association be given the opportunity to
vote yes or no on the Board approved
amendment to our CC&R's, article 5,
section 7. page 20.

If you have any questions call me or write
to President Shirley Bush, you may use
the self adressed envelope.

thanks

Bob Morrison, commitee member
4220 Revere Circle
New Port Richey Fl 34653
727-376-9319

Bob Morrison

Millpond Estates Section Two
Homeowners Association Inc

May 6, 2013

Dear Neighbor:

According to our records, the unmarked
Ballot recently mailed to you has not
been returned.

It is imperative that all members of our
association be given the opportunity to
vote yes or no on the Board approved
amendment to our CC&R's, article 5,
section 7. page 20.

If you any questions call me or write to
President Shirley Bush, you may use
the self adressed envelope.

thanks

Bob Morrison, commitee member
4220 Revere Circle
New Port Richey, Fl 34653
727-376-9319

Bob Morrison

*SAMPLE
FOLLOW-UP*

R

Prepared by and return to:
James R. De Furio, P.A.
201 E. Kennedy Blvd. Suite 775
Tampa, Florida 33602



Rcpt: 1691987 Rec: 44.00
DS: 0.00 IT: 0.00
06/23/2015 K. M., Dpty Clerk

PAULA S. O'NEIL, PH.D. PASCO CLERK & COMPTROLLER
06/23/2015 08:54am 1 of 5
OR BK 9209 PG 1991

5

NOTICE OF PRESERVATION
DECLARATION OF COVENANTS AND CONDITIONS OF MILLPOND ESTATES
SECTION TWO

THIS NOTICE OF PRESERVATION OF THE DECLARATION OF COVENANTS AND CONDITIONS OF MILLPOND ESTATES SECTION TWO (the "Notice") is executed this 3rd day of June, 2015, by **MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, whose mailing address is 4917 Ehrlich Rd., Suite 104 Tampa, FL 33624 (the "Association");

WITNESSETH:

WHEREAS, the Association is the non-profit homeowners association formed for the governance of the homeowners association known as Millpond Estates Section Two located in Pasco County, Florida ("Association"); and

WHEREAS, the Association is governed by the provisions of that certain Declaration of Covenants and Conditions dated August 9, 1985 and originally recorded in Official Records Book 1443, Page 0936, and those certain Subdivision Restrictions Covering Millpond Estates Section Two dated August 9, 1985 and originally recorded in Official Records Book 1443, Page 0951, as the same have been amended from time to time, including that certain Consolidation, Restatement and Amendment to the Declaration of Covenants, Conditions and Restrictions of Millpond Estates Section Two dated October 20, 1997, and originally recorded in Official Records Book 3844, Page 356, all of the Public Records of Pasco County, Florida (collectively, "the Declaration"); and

WHEREAS, pursuant to Sections 712.05 and 712.06 of the Florida Statutes, the Association desires to and has taken the actions necessary to preserve the covenants and restrictions which are the subject of the Declaration by the filing of this Notice;

NOW THEREFORE, the Association does hereby state and declare as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Preservation of Declaration.** On the 18th day of May, 2015, the Board of Directors of the Association voted unanimously to preserve the Declaration and protect the Declaration from extinguishment by the operation of the Marketable Record Titles to Real Property Act, Chapter 712 of the Florida Statutes, pursuant to the provisions of

Section 712.05 of the Florida Statutes. Accordingly, this Notice has the effect of preserving the Declaration for a period of not longer than thirty (30) years following the recordation of this Notice in the Public Records of Pasco County, Florida.

3. **Land Affected by Notice.** A full and complete legal description of all land affected by this Notice is set forth in Exhibit C attached to this Notice.

4. **Statement of Marketable Record Title Action.** Attached to this Notice as Exhibit A is an Affidavit executed by the President of the Association (also being a member of the Board of Directors) affirming that the Board of Directors of the Association caused a statement meeting the requirements of Section 712.06 of the Florida Statutes, to be included in a notice which was mailed to all members of the Association, a copy of which is attached hereto as Exhibit B.

IN WITNESS WHEREOF, the Association has executed this Notice in manner and form sufficient to bind it as of the date set forth above.

MILLPOND ESTATES SECTION TWO
HOMEOWNERS ASSOCIATION, INC., a
Florida non-profit corporation

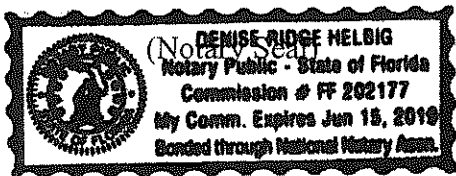
By: [Signature]
Print Name: Lisa McConnell
As President of Millpond Estates Section Two
Homeowners Association, Inc.

Signed and Sealed in Our Presence:

[Signature]
Witness Print Name: Lydia Spriggs
[Signature]
Witness Print Name: Jacquelyn Dayton

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 3rd day of June, 2015, by Lisa McConnell, as President of MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation.



[Signature]
Signature of Notary Public - State of Florida
Denise Ridge Helbig
Print, Type or Stamp Commissioned Name of
Notary Public

Personally Known OR Produced _____ as Identification

Exhibit "A"

AFFIDAVIT

Before me, the undersigned authority, this day personally appeared Lisa McConnell ("Affiant"), who having been duly sworn, did depose and say as follows:

1. That Affiant is the President and is a Director of Millpond Estates Section Two Homeowners Association, Inc., a Florida non-profit corporation (the "Association").

2. That the Association is the homeowners association which governs the community known as Millpond Estates Section Two, located in Pasco County, Florida, pursuant to that certain Declaration of Covenants and Conditions dated August 9, 1985 and originally recorded in Official Records Book 1443, Page 0936 of the Public Records of Pasco County, Florida, and those certain Subdivision Restrictions Covering Millpond Estates Section Two dated August 9, 1985 and originally recorded in Official Records Book 1443, Page 0951, as the same have been amended from time to time, including that certain Consolidation, Restatement and Amendment to the Declaration of Covenants, Conditions and Restrictions of Millpond Estates Section Two dated October 20, 1997, and originally recorded in Official Records Book 3844, Page 356, all of the Public Records of Pasco County, Florida (collectively, "the Declaration").

3. That the Board of Directors of the Association caused a statement in substantially the form required by Section 712.06(b) of the Florida Statutes, to be mailed to the members of the Association not less than seven (7) days prior to the meeting of the Board of Directors of the Association held on the 18 day of May, 2015 at 5:00 p.m. at 4917 Ehrlich Rd., Suite 104, Tampa, FL 33624, at which the Board of Directors voted unanimously to preserve the covenants and restrictions contained in the Declaration.

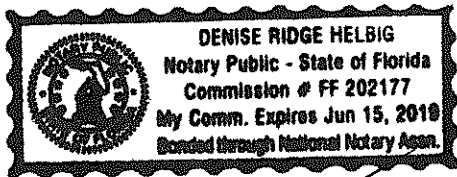
FURTHER AFFIANT SAYETH NOT.

STATE OF FLORIDA
COUNTY OF Hillsborough

Lisa McConnell
Print Name: Lisa McConnell
As President of Millpond Estates Section Two Homeowners Association, Inc.

Sworn to (or affirmed) and subscribed before me this 3rd day of June, 2015 by Lisa McConnell President of Millpond Estates Section Two Homeowners Association, Inc.

(Notary Seal)



Denise Ridge Helbig
Signature of Notary Public - State of Florida
Denise Ridge Helbig
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known OR Produced _____ as Identification

EXHIBITB

**NOTICE OF BOARD OF DIRECTORS VOTE ON
THE PROPOSED PRESERVATION OF THE DECLARATION OF COVENANTS AND
CONDITIONS OF MILLPOND ESTATES SECTION TWO**

Notice is hereby given to all Members of Millpond Estates Section Two Homeowners Association, Inc. (the "Association") that at a meeting of the Board of Directors of the Association, which will be held at 5:00p.m. on May 18th, 2015 at 4917 Ehrlich Rd., Suite 104, Tampa, FL 33624, the Board of Directors of the Association intends to vote on a proposal to preserve the Declaration of Covenants and Conditions dated August 9, 1985 and originally recorded in Official Records Book 1443, Page 0936 of the Public Records of Pasco County, Florida, and those certain Subdivision Restrictions Covering Millpond Estates Section Two dated August 9, 1985 and originally recorded in Official Records Book 1443, Page 0951, as the same have been amended from time to time, including that certain Consolidation, Restatement and Amendment to the Declaration of Covenants, Conditions and Restrictions of Millpond Estates Section Two dated October 20, 1997, and originally recorded in Official Records Book 3844, Page 356, all of the Public Records of Pasco County, Florida (collectively, "the Declaration")

If action is not taken before August 9, 2015 to preserve the covenants and restrictions contained in the Declaration, then the Declaration will be extinguished at that time in accordance with Florida's Marketable Record Titles to Real Property Act, Chapter 712 of the Florida Statutes.

If at least 2/3rds of the Board of Directors votes at the Board Meeting to preserve the Declaration, then the Declaration will be renewed as a matter of law for a period of thirty (30) years.

The following Statement is hereby given to all Members as required by the provisions of Sections 712.05 and 712.06, Florida Statutes:

STATEMENT OF MARKETABLE TITLE ACTION

The Millpond Estates Section Two Homeowners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants and Conditions dated August 9, 1985 and originally recorded in Official Records Book 1443, Page 0936 of the Public Records of Pasco County, Florida, as may have been amended, supplemented and restated from time to time thereafter, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, if the proposal to preserve the Declaration is approved, the Association shall cause the notice required by Chapter 712 of the Florida Statutes, to be recorded in the public records of Pasco County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Exhibit "C"

DESCRIPTION OF LAND AFFECTED

Millpond Estates Section Two, per plat thereof, recorded in the Public Records of Pasco County, Florida at Plat Book 24, Pages 12-16:

A subdivision of a portion of the Southeast ¼ of Section 15, Township 26 South, Range 16 East, Pasco County Florida, All being further described as follows:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE RUN ALONG THE SOUTH BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15, NORTH 89° 31' 23" WEST, A DISTANCE OF 1,492.18 FEET TO THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF MILLPOND ESTATES SECTION ONE, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 23, PAGES 121 THROUGH 125, INCLUSIVE, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF SAID MILLPOND ESTATES SECTION ONE AND ALONG THE WEST BOUNDARY LINE OF SAID MILLPOND ESTATES SECTION ONE, NORTH 00° 13' 40" EAST, A DISTANCE OF 375.00 FEET FOR A POINT OF BEGINNING; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID MILLPOND ESTATES SECTION ONE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 89° 31' 23" EAST, 156.39 FEET; THENCE 73.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 250.00 FEET AND A CHORD OF 71.31 FEET WHICH BEARS NORTH 21° 38' 18" EAST; THENCE 137.36 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 300.00 FEET AND A CHORD OF 136.11 FEET WHICH BEARS NORTH 16° 57' 09" EAST; THENCE 336.80 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,177.19 FEET AND A CHORD OF 335.65 FEET WHICH BEARS NORTH 12° 01' 52" EAST; THENCE NORTH 20° 13' 40" EAST, 141.65 FEET; THENCE 200.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET AND A CHORD OF 199.99 FEET WHICH BEARS NORTH 15° 19' 30" EAST; THENCE SOUTH 79° 34' 40" EAST, 60.00 FEET TO THE NORTHWEST CORNER OF TRACT "J" AS SHOWN ON THE PLAT OF SAID MILLPOND ESTATES SECTION ONE; THENCE A DISTANCE OF 218.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,230.00 FEET AND A CHORD OF 218.56 FEET WHICH BEARS NORTH 05° 19' 29" EAST; THENCE NORTH 00° 13' 40" EAST, A DISTANCE OF 293.28 FEET; THENCE A DISTANCE OF 456.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,030.00 FEET AND A CHORD OF 452.84 FEET WHICH BEARS NORTH 12° 28' 16" WEST; THENCE SOUTH 64° 49' 49" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 25° 10' 11" WEST, A DISTANCE OF 157.70 FEET; THENCE SOUTH 64° 49' 49" WEST, A DISTANCE OF 305.00 FEET; THENCE A DISTANCE OF 65.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 195.00 FEET AND A CHORD OF 65.00 FEET WHICH BEARS SOUTH 74° 25' 28" WEST; THENCE SOUTH 05° 58' 53" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 90° 00' 00" EAST, A DISTANCE OF 148.10 FEET; THENCE SOUTH 09° 46' 25" EAST, A DISTANCE OF 292.75 FEET; THENCE A DISTANCE OF 90.37 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 530.00 FEET AND A CHORD OF 90.26 FEET WHICH BEARS SOUTH 75° 18' 30" WEST; THENCE SOUTH 19° 34' 36" EAST, A DISTANCE OF 60.00 FEET; THENCE A DISTANCE OF 163.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 470.00 FEET AND A CHORD OF 162.69 FEET WHICH BEARS SOUTH 60° 27' 24" WEST; THENCE SOUTH 50° 29' 27" WEST, A DISTANCE OF 289.74 FEET; THENCE A DISTANCE OF 354.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 530.00 FEET AND A CHORD OF 348.29 FEET WHICH BEARS SOUTH 69° 40' 21" WEST; THENCE SOUTH 00° 28' 37" WEST, A DISTANCE OF 20.21 FEET; THENCE A DISTANCE OF 316.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 385.00 FEET AND A CHORD OF 307.26 FEET WHICH BEARS SOUTH 23° 07' 29" EAST; THENCE A DISTANCE OF 267.83 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 185.00 FEET AND A CHORD OF 245.05 FEET WHICH BEARS SOUTH 88° 07' 04" EAST; THENCE SOUTH 39° 30' 33" EAST, A DISTANCE OF 115.00 FEET; THENCE A DISTANCE OF 47.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 300.00 FEET AND A CHORD OF 47.54 FEET WHICH BEARS SOUTH 55° 02' 08" WEST; THENCE SOUTH 30° 25' 11" EAST, A DISTANCE OF 115.00 FEET; THENCE SOUTH 00° 28' 37" WEST, A DISTANCE OF 97.53 FEET; THENCE SOUTH 89° 31' 23" EAST, A DISTANCE OF 177.48 FEET; THENCE SOUTH 00° 13' 40" WEST, A DISTANCE OF 285.00 FEET TO THE POINT OF BEGINNING.

And

TRACT "C", MILLPOND ESTATES SECTION FOUR, per Plat thereof, recorded in the Public Records of Pasco County, Florida at Plat Book 31, Pages 118-122.

**MILLPOND SECTION TWO HOMEOWNERS ASSOCIATION, INC.
PERTAINING TO VIOLATION AND FINING PROCESS AND POLICIES**

WHEREAS each member and any tenants, guests, and invitees of the member must comply with Chapter 72 of the Florida Statutes, the governing documents of the community, and the rules of the association; and

WHEREAS, the Declaration and Section 720.305 of the Florida Statutes provide that the Association may levy reasonable fines against the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association; and

WHEREAS the Declaration and Section 720.305 of the Florida Statutes also give the Board of Directors the authority, but not the obligation, to adopt Rules and Regulations, including a violation and fining process; and

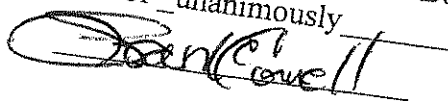
WHEREAS regarding the procedures for imposition of a fine, 720.305(2)(b) goes on to state, "A fine or suspension may not be imposed by a board of administration without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the association imposes a fine or suspension, the association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner."

THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors:

1. For a first violation of the CC&Rs the homeowner will receive a courtesy notice via mail or email making them aware of the violation and asking them to resolve the issue or concern and be in compliance.
2. After 15 days, if the homeowner is still not in compliance with the CC&Rs the homeowner will receive a Second Notice of Violations, instructing them to comply or possibly face fines or legal action.
3. After 15 additional days, if the homeowner is still not in compliance of the CC&Rs, then the community association manager will contact the President or Treasurer of the Association for authorization to send the homeowner the Final Notice of Non Compliance. If authorized by the Board, the manager will issue the Final Notice, which shall be sent by certified mail. The notice will state the provision of the governing documents or Florida Statutes which has been violated, and the amount of the fine that has been imposed. The fine shall be imposed in an amount established by the Board of Directors pursuant to a Schedule of Fines, but in no event shall the fine be more than \$100 per violation per day, up to \$1,000 total for a continuing violation. The notice will further state that if the homeowner wishes to have the fine reviewed by the fining committee, then he/she/they must request a hearing before the committee within 14 days of receiving the Final Notice. If a hearing is requested, the committee will meet, review, and vote upon the fine. If the homeowner does not request a hearing before the committee, then the fine will stand as imposed by the Board of Directors.

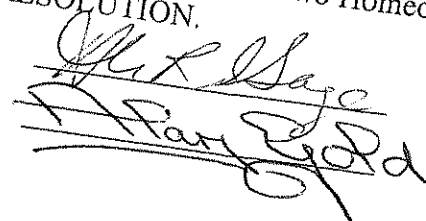
I hereby certify that on the 18th of May, 2015, at a meeting duly called for the purpose, after proper notice had been made, and where a quorum was present, the Board of Directors of the Millpond Section Two Homeowners Association, Inc. by a vote of unanimously adopted the above RESOLUTION.

Lisa McConnell



Harry Newman

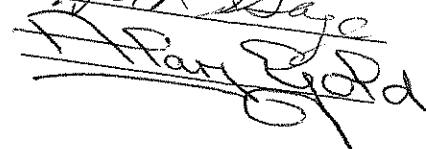
Allison Gage



Thomas McConnell



Alan Gold



MILLPOND ESTATES - SECTION II HOMEOWNER'S ASSOCIATION

900
150
10.50

AN AMENDMENT TO :
SUBDIVISION RESTRICTIONS COVERING MILLPOND
ESTATES SECTION TWO A SUBDIVISION OF PASCO
COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 24 AT PAGES 12 - 16
OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA

The proposed change is applicable to item 17 of the re-
strictions. The change is applicable to the first paragraph
and a phrase has been added in the definitions, the entire
article is presented here with the proposed changes underlined.

17. Parking:

Each Lot shall be provided with designated parking space within
the Lot's Boundaries. These areas are the attached garage and/or
the paved driveway on the front of each unit, and only these desig-
nated areas may be utilized for vehicular parking. Parking of
vehicles on the lawn or the tree lawn or street is prohibited.

Parking or storage of commercial vehicles and recreational
vehicles:

Restrictions

Except as hereinafter provided, no Owner or person having the
use of a commercial vehicle or recreational vehicle shall park or
allow to be parked either of said vehicles on his residential
property or in the streets, alleys or parkways in Millpond
Estates Section Two for a period in excess of one hour unless:

- a. Such vehicle is engaged in legitimate loading or
unloading activities;
- b. Such vehicle is parked in a covered garage or
carport, completely screened from public view by storage in
an enclosed area; or
- c. Such vehicle is or made necessary by actual
physical impairment of the Owner or User thereof.

Definitions:

The term "commercial vehicle" for the purposes of
this Rule and Regulation shall be defined as any vehicle dis-
playing a business logo or other commercial identification as
well as any one of the following classified vehicles:

| State of Florida Vehicle Class | Descriptive Classification |
|--|---------------------------------|
| Nos. 31(over 1,500 lbs), 32, 33, & 34 | Commercial trucks |
| No. 35 | Bus for hire |
| No. 36 | Bus local |
| Nos. 37 & 38 | Bus |
| Nos. 40, 41, 42, 43, 44, 46, 47, 48, & 49 | Truck-Tractors |
| Nos. 54(over 1,500 lbs.), & 55 | Trailer for hire (without boat) |

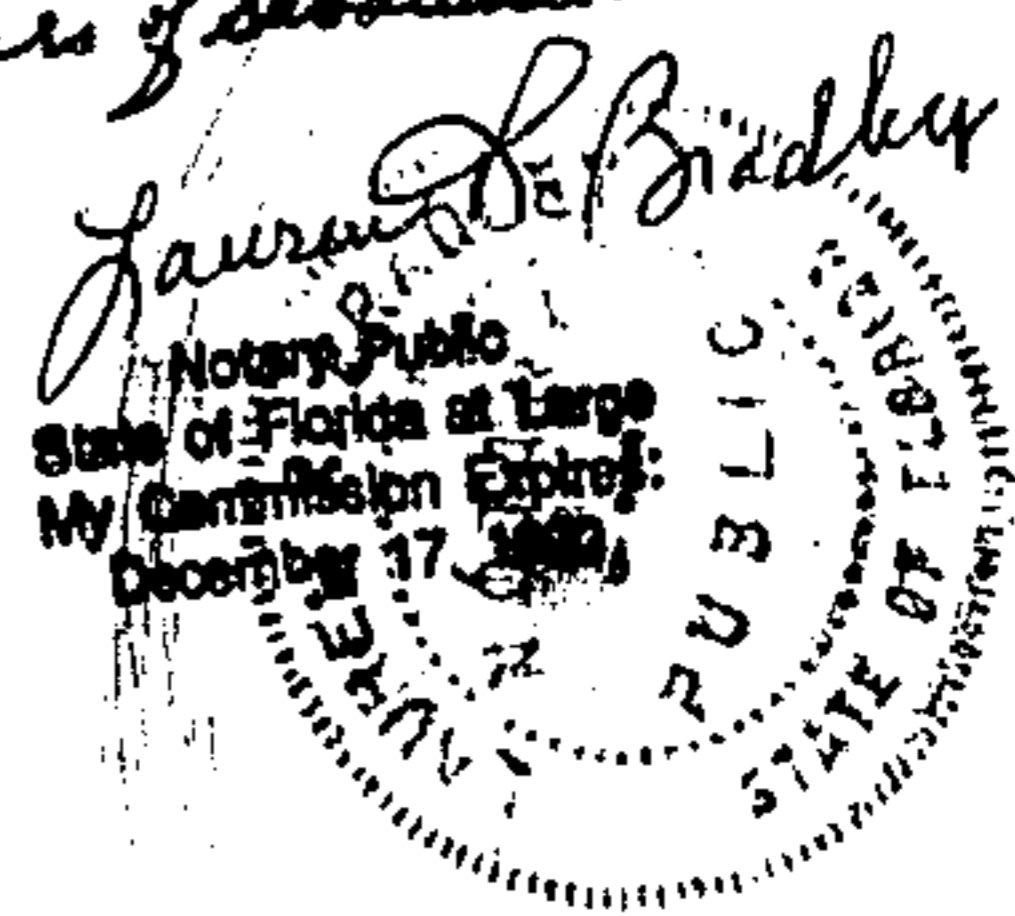
O.R. 2002 PAGE 0197

No. 56 Semi-Trailer
 No. 92 Ambulance, Hearse, Wrecker,
 privately owned School Bus
 No. 94 Tractor Crane

The term "recreational vehicle" shall be defined as any one of the following classified vehicles.

| State of Florida Vehicle Class | Description Classification |
|-----------------------------------|--|
| No. 51 | Mobile Home |
| Nos. 54 (over 1,500 lbs. wt) | Trailer. Trailer for hire (with boat attached thereto) |
| Nos. 61, 62, 63, & 64 | Travel Trailer, Camp Trailer, Motor Coach |
| No. 93 | Boats (attached or not attached to Trailer) |

*State of Florida
 County of Pasco
 Before me this day personally appeared Thomas J. Mayn who,
 being duly sworn, depose and says the foregoing changes of subdivision
 restrictions were voted and approved at a regular meeting
 of said Association
 Thomas J. Mayn
 Sworn to and subscribed before me this 16th
 day of April 1991.*



R1005665 V5005320 04/16/91 02:36 PM
 RECORDING/INDEXING 9.00
 RECORDS MODERNIZATION FEE 1.50
 TOTAL: 10.50

CHECK #: 1390
 CHURKA 21-A AMT PAID: 10.50

*R Millpond Estates
 Sect. II H.O.A.
 4115 Foxboro Pt
 N.P.R. FL 34653
 O.R. 2002 PAGE 0198*

APR 16 6 23 PM '91

767003

MILLPOND ESTATES - SECTION II HOMEOWNER'S ASSOCIATION

AN AMENDMENT TO :

SUBDIVISION RESTRICTIONS COVERING MILLPOND ESTATES SECTION TWO A SUBDIVISION OF PASCO COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24 AT PAGES 12 - 16 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA

The proposed changes are applicable to items 14 and 27 of the Restrictions. Item 14 is presented in its entirety with the changes underlined. Item 27 is now broken into two sections, 27 and 28, as should have been done when the previous amendment to the Restrictions was made. Both sections 27 and 28 are presented in their entirety with the change to the new section underlined.

14. Maintenance of Exterior of Owner's Property

In the event an Owner of any Lot shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, SECTION TWO ASSOCIATION, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. In the event the Lot is leased by the Owner to a third party pursuant to the Rental agreement as specified in Item 28 of these Restrictions, the costs incurred by the Association shall be deducted from the security deposit held by the Board of Directors, and in the case where the security deposit does not cover the costs incurred recourse shall be against the Owner as specified above.

27. All of the Declarant's duties, rights and privileges hereinabove cited shall inure to the benefit of SECTION TWO ASSOCIATION upon the election of a majority of the SECTION TWO ASSOCIATION Board of Directors by the Owners.

28. Rental of Villas

No unit may be rented or leased by an Owner until an information sheet has been presented to the Board of the Association. All rentals shall be pursuant to a written agreement with a minimum duration of one (1) year. However, with the approval of the Board of Directors of the Association, Unit owners may rent a unit to two (2) different renters in any one calendar year. The Association shall be provided with a fully executed copy of any leases and any lease renewals. The Association shall be informed in writing of any lease renewal at least thirty (30) days prior to the rental thereof. A renter shall deposit with the Association the sum of One Hundred Dollars which shall be applied toward the repair of any damages to the areas or damages to the exterior of the property caused by the

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either by overt action or by neglect or other act. Said deposit shall not bear interest, but shall be returned to the renter when the unit is vacated less any charges incurred for the repair or maintenance of common areas or the exterior of the Lot. In the event the costs incurred for repair or maintenance exceed the amount of the deposit the Association shall proceed against the Unit Owner pursuant Item 14 of these Restrictions. An assessment of Two Hundred Fifty Dollars (\$250) shall be imposed upon any unit owner who violates the provision of this section and said assessment may be collected by the remedy set forth in the Declaration of Covenants and Conditions. During the term of the lease agreement the Owner relinquishes all right to use the common areas including but not limited to the swimming pool, club house, and parking areas. Renters shall have the use of such common areas during the term of the lease.

Theses changes were approved by a majority of the voting members at the Annual Meeting of Millpond Estates Section Two Homeowners Associaton, Inc. on January 13, 1993.

Prepared by:

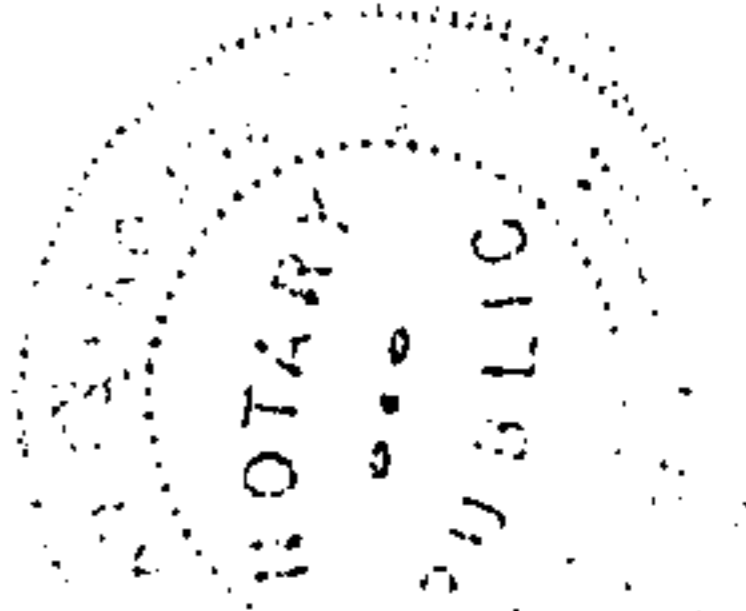
Alfred E. DiMond, By-laws Committee Chairman
 Millpond Estates Section Two Homeowners Association, Inc.
 P. O. Box 1539, Elfers, FL 34680

January 21, 1993 - Millpond Estates Section Two Homeowners Association, Inc.

By John Lyons, President

The foregoing instrument was acknowledged before me this January 21, 1993 by John Lyons, President of Millpond Estates Section Two Homeowners Association, Inc. a Florida Corporation, on behalf of the Corporation. He has produced his Driver's License for his identity, and did not take an oath.

Jean B. Lumme
 NOTARY PUBLIC, STATE OF FLORIDA
 MY COMMISSION EXPIRES: DEC. 10, 1993
 PORTED FROM EXISTING PUBLIC UNDERWRITING



SUNNJV 21-B AMT PAID: 10.50

Return To:
 Millpond Estates Section Two HOA
 P.O. Box 1539
 ELFERS FL. 34680

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 RECORDING/INDEXING 9.00
 RECORDS MODERNIZATION FEE 1.50
 TOTAL: 10.50
 CASH: 11.00
 CHANGE: .50

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CONSOLIDATION, RESTATEMENT AND AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF MILLPOND ESTATES SECTION TWO,
A SUBDIVISION OF PASCO COUNTY, FLORIDA,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24
AT PAGES 12-16 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA

THIS DECLARATION made on the date hereinafter set forth, by MILLPOND
ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, PREMIERE GROUP, INC., a Florida corporation, filed DECLARATION OF
COVENANTS AND CONDITIONS in Official Record Book 1443, Pages 0936-0950, and

WHEREAS, said Declaration of Covenants and Conditions have been amended in
Official Record Book 1636, Page 0109; Official Record Book 1443, Page 0942;
Official Record Book 1861, Page 1237; Official Record Book 2091, Page 0278; and
Official Record Book 3232, Pages 0012-0014; and

WHEREAS, PREMIERE GROUP, INC., a Florida corporation, filed SUBDIVISION
RESTRICTIONS COVERING MILLPOND ESTATES SECTION TWO in Official Record Book 1443,
Pages 951-959; and

WHEREAS, said Subdivision Restrictions Covering Millpond Estates Section
Two have been amended in Official Record Book 1861, Page 1234; Official Record
Book 2002, Page 0197; Official Record Book 2091, Page 0278; and Official Record
Book 3109, Page 1175; and

WHEREAS, said Declaration of Covenants and Conditions and Subdivision
Restrictions Covering Millpond Estates Section Two are subject to and binding
upon the owners of the property described in Said Covenants, Conditions and
Subdivision Restrictions; and

WHEREAS, the Declaration of Covenants and Conditions and the Subdivision
Restrictions Covering Millpond Estates Section Two have been amended in Official
Record Book 1636, Pages 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105,
106, 107, 108, 109, 110, 111, 112, 113, 114, 115; Official Record Book 1638,
Pages 536, 537, 538, 539, 540, 541, 542; Official Record Book 1675, Pages 1961,
1962, 1963; and

WHEREAS, MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC. is
desirous of consolidating both sets of Restrictions and all Amendments into one
document, and further providing for certain Amendments to the Covenants,
Conditions and Restrictions; and

WHEREAS, the owners have approved the Consolidation, Restatement and
Amendments as set forth herein by written consent consisting of 105 of 112 units,

NOW, THEREFORE, all the property described in Plat Book 24, pages 12-16,
of the Public Records of Pasco County, Florida, are held, sold, and conveyed,
subject to the following Covenants and Conditions which consolidate, restate and
amend all previous restrictions, covenants and conditions, which are for the
purpose of protecting the value and desirability of, and which shall run with the

Robert Morrison
4220 Revere Circle
New Port Richey, FL 34653

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property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Section Two Association" shall mean and refer to Millpond Section Two Homeowners Association, Inc., its successors and assigns, a non-profit Florida corporation.

Section 2. "Board of Directors" shall mean and refer to MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC., its successors and assigns, a non-profit Florida corporation.

Section 3. "Owner(s)" or "Grantee(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, as later described herein, which is a part of MILLPOND ESTATES SECTION TWO, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(a) Owner of a Lot upon which a "Villa" (as hereinafter defined) is constructed shall mean a "Villa Owner." "Villa," "Patio Villa" and "Attached Villa" shall be interchangeable terms.

Section 4. "Properties" shall mean and refer to that certain property as described on Exhibit "A", and such additions and improvements thereon as may hereafter be built in MILLPOND ESTATES SECTION TWO.

Section 5. "Common Area" shall mean all property (including the improvements thereto) owned or to be owned by MILLPOND ESTATES COMMUNITY HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as "Community Association"), for the common use and enjoyment of the Owners, including but not limited to that certain property as described on Exhibit "B" attached hereto and made a part hereof.

Section 6. "Community Association," defined hereinabove, is a non-profit Florida Corporation, whose present and continuing members are Section Two Association and all other Homeowner and Villa Owner associations in Millpond Estates.

Section 7. "Lot" as used herein shall include any portion of a platted Lot, provided that such portion of a Lot contains one complete Villa Residential Unit. Millpond Estates Section Two is comprised solely of attached Villa Units with two (2) attached Villas on each Lot separated by a common party wall. Each numerical Lot is hereafter sub-designated as "A" or "B." Each sub-designated parcel shall be construed as a separate individual Lot for the purposes and intentions herein enumerated. No platted Lot shall contain more than two (2) Villa Units, and no sub-designated Lot shall contain more than one (1) Villa Unit. Sub-designated "Lots," as described herein, may be separately conveyed in fee simple to a Villa Owner.

Section 8. "Roadways" shall mean the interior private paved roadway system contained within the ingress-egress utility easement as described as the access and utility easements at Plat Book 24, at pages 12-16 of the public records of Pasco County, including, but not limited to, all improvements thereof and gutter systems adjacent or attached thereto. Said private roadway shall be maintained by Millpond Estates Section Two Homeowners Association, Inc.

Section 9. "Declarant" shall mean and refer to Premiere Group, Inc., which assigned its rights to its successor, Millpond Estates Section Two Homeowners Association, Inc.

Section 10. "Subdivision" shall mean the land subdivided as shown on the Plat of Millpond Estates Section Two, recorded in Plat Book 24, at pages 12-16, of the Public Records of Pasco County, Florida.

ARTICLE II

PROPERTY RIGHTS AND DUTIES

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) All provisions of this Declaration, any additional covenants and restrictions of record, any plat of all or any part or parts of the Properties, including easements reserved or delineated therein, the Articles of Incorporation and By-Laws of Section Two Association, and the Articles of Incorporation or any By-Laws of the Community Association;

(b) The right of Section Two Association and/or of the Community Association to suspend voting rights and right to use the recreational facilities which are part and parcel of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the rules and regulations adopted by the Community Association governing use and enjoyment of the Common Area;

(c) The right of the Community Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Community Association;

(d) Any and all restrictions covering MILLPOND ESTATES SECTION TWO.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Community Association, his right of enjoyment to the Common Area to the members of his family.

Section 3. Ingress and Egress. A non-exclusive easement for access, ingress and egress is hereby created and reserved for traffic over, through and across sidewalks, walks, bikeways, paved surfaces, lanes and roadways, as the same, from time to time, may exist upon the Lots or in the common areas and

streets as shown on the Plat of Millpond Estates Section Two for each Owner, his family, guests, invitees, employees and agents, and for Section Two Association employees and agents and for public officials and employees and all other persons who make use of travel on the same for lawful purposes.

Section 4. Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls, any nonparty wall or walls; for lateral and subjacent support; for roofs and eaves and for replacements thereof; and for encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. To the extent not inconsistent with the terms of this Declaration, the applicable case law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner of the Association.

Section 5. Casualties. In the event a Villa or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Common Areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom, and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of Common Areas to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

Section 6. Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Villa, Access Ways or Common Areas, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications.

Section 7. Electrical Lines. On each parcel containing two (2) attached Villa units, each Villa unit is hereby granted a cross easement from the reciprocal attached Villa unit for the purpose of installation, operation, use and maintenance of electrical service. By virtue of this easement, it is contemplated that the service line for both attached units shall run to one unit and that both electrical meters will be located on the one unit with a service line extended to the attached Villa unit.

Section 8. Land Use and Building Type. No Villa shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than for single family occupancy.

This provision shall not prohibit construction of duplex patio Villas on any Lot in Millpond Estates Section Two. In such subdivision, Lot shall be

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defined to include any parcel upon which one patio Villa unit is located. Each duplex Villa shall include two patio Villa units. No further subdivision of any Lot shall be allowed.

Section 9. Dwelling Quality and Size. No dwelling shall be permitted on any Lot of a lesser value or quality than the basic models without optional extras on display at the Subdivision, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date on which these covenants are recorded at the minimum cost stated herein for the maximum permitted dwelling size. Reference to quality herein refers only to the aesthetic architectural and structural aspects of the dwelling be restricted. The ground floor area of a patio Villa, exclusive of open porches, shall not be less than 946 square feet for a one-story building.

Section 10. Lot Area and Width. No dwelling shall be erected on any parcel other than within a Lot as described on the Plat of Millpond Estates Section Two as recorded in Plat Book 24, pages 12-16, of the public records of Pasco County, Florida. This provision shall not be construed to prohibit construction of attached patio Villa buildings where the center-wall of such building shall be located on the line separating two (2) individual patio Villas, which such construction is specifically intended in Millpond Estates Section Two. In such circumstances, the central "party wall" will fall on a line dividing the Lot for subdividing and conveyance purposes. No further subdividing of any such Lot will be allowed.

Section 11. Easements. Declarant, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and reasonable easement, privilege and right on, over, under and through the ground to erect, maintain and use interior roadways and gutter systems, electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes, or for the installation, maintenance, transmission and use of electricity, master television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage, etc. and other convenience or utilities on, in, over and under all of the easements shown on or referred to in the Plat (whether such are shown on the Plat to be for drainage, utilities and other purposes) or on, in, over and under each Lot or plot. Declarant shall have the unrestricted and sole right and power of alienating, encumbering and releasing the privileges, easements and rights referred to in this Section. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines, etc., or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including but not limited to those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Declarant and its grantees, legal representatives, successors and assigns, including, but not limited to, the SECTION TWO ASSOCIATION and the MILLPOND ESTATES COMMUNITY HOMEOWNERS ASSOCIATION, INC. Within the aforementioned easements, no structure, planting or other material shall be placed or permitted to remain which would

damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

NO OBSTRUCTION SUCH AS GATES, FENCES OR HEDGES SHALL BE PLACED ON ANY LOT SO AS TO PREVENT ACCESS TO OR USE OF ANY OF THE AFOREMENTIONED EASEMENTS, ETC.

The easement area of each Lot shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company or SECTION TWO ASSOCIATION or MILLPOND ESTATES COMMUNITY HOMEOWNERS ASSOCIATION, INC. is responsible.

Section 12. Party Walls. (a) Each wall which is built as a part of the original construction of attached Villas and placed on the dividing line between the attached Villas shall constitute a party wall, and to the extent not inconsistent with the provisions of these Restrictions, the general rules of the laws of the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners of adjoining attached Villas who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty, and if such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore it, and if the other Owners thereafter make use of the party wall, they shall contribute to the cost of restoration thereof in proportion to their use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provisions of these Restrictions, an Owner who by any negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this Restriction shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) In the event of any dispute arising concerning a party wall, or under the provisions of this Restriction, each Owner shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and said decision shall be enforceable in any court of competent jurisdiction. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the SECTION TWO ASSOCIATION shall select an arbitrator for the refusing Owner.

(g) In the event an Owner shall fail to effect reasonable repair and maintenance of a party wall pursuant to this Section in a manner satisfactory to the Board of Directors of SECTION TWO ASSOCIATION, then SECTION TWO ASSOCIATION, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair,

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maintain and restore the party wall. The cost involved therein shall be added to and become part of the assessment to which such Lot is subject. Said assessment shall be enforced by SECTION TWO ASSOCIATION, pursuant to the DECLARATION OF COVENANTS AND CONDITIONS.

Section 13. Wells. No wells may be drilled or maintained on any Lot without the prior written approval of Declarant. Any such approved wells shall be constructed, maintained, operated and utilized by the Owners of said Lot, in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto.

Section 14. Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Subdivision, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of the Subdivision, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Subdivision except by Declarant. All parts of the Subdivision shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Owner shall permit any use of his Lot or make any use of the Common Area that will increase the cost of insurance upon the Subdivision above that required when the Lot is used for the approved purposes, or that will cause any such insurance to be canceled or threatened to be canceled, except with the prior written consent of the SECTION TWO ASSOCIATION.

Section 15. Temporary Structures and Use. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be moved to, erected on or used on any Lot at any time for a residence, workshop, office or storage room, either permanently or temporarily. No business, service repair or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this Subdivision, no gas tanks, gas container or gas cylinder shall be permitted to be placed on or about the outside of any of the houses built in this Subdivision or any ancillary building unless enclosed on all sides by a screening approved by an architectural control committee as hereinafter defined.

No canvas, pipe or any other type of carport shall be constructed on any Lot.

Section 16. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 17. Animals, Livestock and Poultry. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons,

pheasants, game birds, game fowl, poultry, guineas, etc. shall be kept, permitted, raised or maintained on any Lot.

No other animals, birds or fowl shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Not more than two dogs, not more than two cats, and not more than six birds may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole and exclusive opinion of Declarant, become dangerous or an annoyance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Said sole and exclusive opinion of Declarant shall be evidenced by writing to the Owner of the Lot, whereupon the Owner shall have three (3) days to remove said animal. Birds shall be kept caged at all times.

In no event shall an Owner or any other person allow a dog in the streets, alleys or parkways or on his/her or another Owner's Lot in MILLPOND ESTATES SECTION TWO unless carried or held on a leash not to exceed six (6) feet. Each Owner shall be responsible for picking up his dog's droppings in the streets, alleys or parkways or on his/her own or any other Owner's Lot in MILLPOND ESTATES SECTION TWO and placing them in a plastic tie bag and disposing of same in garbage containers.

Section 18. Signs. (a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot except "For Sale" signs, which signs may refer only to the particular Lot on which displayed, shall not exceed three square feet in size, and shall not extend more than three feet above the surface of the ground, shall be fastened only to a stake in the ground, and shall be limited to one sign to a Lot. However, when a home is "open for inspection" and when and only so long as the particular home is attended by a representative of the Owner, then and only then, a sign advertising such, which sign shall not exceed three square feet in size, and which shall meet all of the other requirements of this Section, may be displayed or placed. Homeowners' Association agent may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this Section.

Section 19. Architectural Control, Walls and Fences. No building, wall, fences or other structures shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein, including exterior painting, be made until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the SECTION TWO ASSOCIATION. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining appropriate governmental approvals and permits. Small enclosed areas in back yards may be built by Lot Owners subject to Declarant approval. Lot Owners shall be responsible to maintain lawns and shrubs within any such enclosures.

No fence may be constructed on any Lot or portion thereof which may inhibit, interrupt or interfere with lawn cutting.

No chain link fences shall be built, installed or constructed in Millpond Estates.

Section 20. Maintenance of Exterior of Owner's Property. In the event an Owner of any Lot shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of SECTION TWO ASSOCIATION, after approval by two-thirds (2/3) vote of the Board of Directors, SECTION TWO ASSOCIATION shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 21. View Obstruction. Declarant shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment and opinion of the Declarant, obstruct the vision of a motorist upon any of the private access streets or obstruct any view of the Common Area.

No unit Owners shall construct, place, situate or cause to be constructed, placed or situated any fence, structure, wall, gate, hedge or plant which may obstruct the vision of any other Lot Owner to or of the Common Area.

Section 22. Clotheslines. There shall be no clotheslines or other means of hanging clothes, clothing, linens, curtains, rugs, carpets, mops or laundry of any kind, or any other article, and no such item shall be hung on or to the exterior of any buildings, duplexes, walls, fences or other structures.

Section 23. Parking. Each Lot shall be provided with designated parking space within the Lot's boundaries. These areas are the attached garage and/or the paved driveway on the front of each unit, and only these designated areas may be utilized for vehicular parking. Parking of vehicles on the lawn or the tree lawn or street is prohibited. No Owner shall block, encumber, interfere with, obstruct or situate items of personal property on the parking space of another Owner's Lot or any other portion thereof. The Board of Directors may at its discretion designate and post any and all of the aforementioned areas as TOW-AWAY ZONES, and contract with third parties to accomplish the tow away provision of this restriction.

Parking or storage of commercial vehicles and recreational vehicles:

Restrictions. Except as hereinafter provided, no Owner or person having the use of a commercial vehicle or recreational vehicle shall park or allow to be parked either of said vehicles on his residential property or in the streets, alleys or parkways in Millpond Estates Section Two for a period in excess of one hour unless:

(a) Such vehicle is engaged in legitimate loading or unloading activities;

(b) Such vehicle is parked in a covered garage or carport, completely screened from public view by storage in an enclosed structure or area; or

(c) Such vehicle is or made necessary by actual physical impairment by the Owner or User thereof.

Definitions. The term "commercial vehicle" for the purpose of this Rule and Regulation shall be defined as any one of the following classified vehicles:

| <u>State of Florida Vehicle Class</u> | <u>Descriptive Classification</u> |
|--|---|
| Nos. 31(over 1500 lbs.) 32, 33 & 34 | Commercial Trucks |
| No. 35 | Bus for Hire |
| No. 36 | Bus local |
| Nos. 37 & 38 | Bus |
| Nos. 40, 41, 42, 43, 44, 45, 46, 47, 48 & 49 | Truck-Tractors |
| Nos. 54 (over 1500 lbs) & 55 | Trailer for hire (without a boat) |
| No. 56 | Semi-Trailer |
| No. 92 | Ambulance, Hearse, Wrecker, privately owned |
| | School Bus |
| No. 94 | Tractor Crane |

The term "recreational vehicle" shall be defined as one of the following classified vehicles:

| <u>State of Florida Vehicle Tax Class</u> | <u>Descriptive Classification</u> |
|---|---|
| No. 51 | Mobile Home |
| Nos. 54 (over 1500 lbs.) & 11 | Trailer for hire (with boat attached thereto) |
| Nos. 61, 62, 63 & 64 | Travel Trailer, Camp Trailer, Motor Coach |
| No. 93 | Boats |

Section 24. Water Softener. Provided the design, construction and installation location shall have first been approved by the Declarant in writing, Owners may have water softener units installed. No such equipment shall be above ground level more than eighteen (18) inches.

Section 25. Unit Plates. A plate showing the number of the Villa shall be placed on each Villa, and at the option and expense of the Owner, a nameplate showing the name of the Owner may also be placed on such Villa. However, the size, location, design, style and type of material for each such plate shall be first approved by Declarant, in writing.

Section 26. Electrical Interference. No electrical machinery, devices or apparatus of any sort, including but not limited to television antennae, shall be used or maintained in any Lot which causes interference with the television and radio reception in any other Lot.

Section 27. Mail. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for such boxes or receptacles shall have been approved by Declarant.

Section 28. Duty to Maintain. All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or

systems enter the exterior boundaries of a Villa, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work, nor allow any condition to exist, that will impair the structural soundness or integrity of another home or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

Section 29. Rights of Others. Each Owner and occupant of a Villa shall use the Common Area in such a manner as shall not abridge the equal rights of the other Owners and occupants of homes to the use and enjoyment thereof.

Section 30. Regulations. Reasonable rules and regulations concerning the appearance and use of the Subdivision may be made and amended from time to time by the SECTION TWO ASSOCIATION in the manner provided by its Articles of Incorporation and By-Laws. Copies of the regulations and amendments thereto shall be furnished by the SECTION TWO ASSOCIATION to all Owners and residents of the Subdivision upon request.

Section 31. Restrictions Uniform. These Restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Declarant may execute and deliver conveying land in this Subdivision, whether or not specific mention of the Restrictions is made in such deeds or other instruments of conveyance. The Owner or occupant of each and every Lot in the Subdivision, by acceptance of title thereto or by taking of land in the Subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators and assigns that he will comply with and abide by each of the restrictions contained in this Instrument of Subdivision Restriction, and that he will exert his best efforts to keep and maintain the land in the Subdivision as an area of high standards.

Section 32. Rental of Villas: No unit may be rented or leased by an Owner until an information sheet has been presented to the Board of the Association. All rentals shall be pursuant to a written agreement with a minimum duration of one (1) year. However, with the approval of the Board of Directors of the Association, Unit Owners may rent a unit to two different renters in any one calendar year. The Association shall be provided with a fully executed copy of any leases and any lease renewals. The Association shall be informed in writing of any lease renewal at least thirty (30) days prior to the rental thereof. A renter shall deposit with the Association the sum of One Hundred Dollars (\$100) which shall be applied toward the repair of any damages to the common areas or damages to the exterior of the property caused by the renter either by overt action or by neglect or other act. Said deposit shall not bear interest, but shall be returned to the renter when the unit is vacated, less any charges incurred for the repair or maintenance of common areas or the exterior of the Lot. In the event the costs incurred for repair or maintenance exceed the amount of the deposit, the Association shall proceed against the Unit Owner, pursuant to Section 20 of these Restrictions. An assessment of Two Hundred Fifty Dollars (\$250) shall be imposed upon any unit Owner who violates the provision of this section, and said assessment may be collected by the remedy set forth in the Declaration of Covenants and Conditions. During the term of the lease agreement, the Owner relinquishes all right to use the common areas, including but not

limited to the swimming pool, club house and parking areas. Renters shall have the use of such common areas during the term of the lease.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS OF SECTION TWO ASSOCIATION

Section 1. Membership. The members of the Section Two Association shall consist of all Owners. Membership is automatically conferred upon acquisition of a Lot, as defined in this Declaration, and as evidenced by the filing of a deed to such a Lot. Membership is an incident of ownership and is not separately transferable.

Section 2. Voting Rights. All Owners 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. The vote for such Lot shall be exercised as said persons determine, but in no event shall more than one vote be cast with respect to any one Lot.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control. Common Areas, as referred to in this provision, shall specifically include maintenance and responsibility to the private access streets.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF SECTION TWO ASSOCIATION

Section I. Maintenance of Common Area. Section Two Association, as set forth herein and in any other recorded restrictions, shall be responsible for the cost of maintenance, management and control of the Common Area and all improvements thereon, and shall, as necessary, assess and collect from all Lot Owners to keep in good, clean, substantial, attractive and sanitary condition, order and repair.

The Section Two Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those limited common areas which the Section Two Association may be obligated to maintain. The fund is maintained out of regular assessments for common expenses.

The Section Two Association has the right to grant permits, licenses and easements over the common areas in Section Two for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section Two Association, as set forth herein and in any other recorded restrictions, shall be responsible to the Community Association, on pro rata

share basis, for the actual or projected cost of required maintenance, weed control and maintenance of lakes and lighted fountains, care and maintenance of entry monuments and landscape buffers, insurance, taxes, utilities, maintenance and management of the recreation center and common areas, and a pro rata share of all other obligations of the community association,

Section 2. Right of Entry. Section Two Association and the Community Association are hereby granted a right of entry to each Lot to the extent reasonably necessary to discharge their duties of maintenance and repair or for any other purpose reasonably related to the Section Two Association's performance or the Community Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a reasonable manner at reasonable times, except in emergencies. Such right of entry shall include ingress and egress for lawn maintenance.

Section 3. Decorative Identification Sign. The Community Association's maintenance responsibilities shall extend to and include maintenance of the decorative identification sign indicating the entrance to MILLPOND ESTATES SECTION TWO, and all future similar signs, for which the Section Two Association shall contribute its PRO RATA SHARE.

Section 4. Association Responsibilities. Section Two Association shall be responsible for contracting lawn cutting and fertilizing, weed control and pest control services for all Lots in Millpond Estates Section Two. All other lawn, shrub and Lot maintenance, including watering and trimming, etc., will be provided by individual Lot Owners. Section Two Association shall further be responsible for roof maintenance due to normal wear and aging and painting of Villas, as further provided herein.

Section 5. Fines.

(a) Compliance: Every unit Owner and his guests, invitees and agents shall comply with any and all provisions of these covenants, conditions, and restrictions as set forth herein, and the rules and regulations as same may exist and as may be adopted in the future by the Board of Directors.

(b) Enforcement: Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, an action for injunctive relief, or any combination thereof.

(c) Fines: In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be levied upon a Unit Owner for failure of an Owner, his tenants, family guests, invitees, or employees to comply herewith or with any provision of the covenants, restrictions and conditions as set forth herein and any rules or regulations, provided the following procedures are followed:

1. Hearing. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before the Board of Directors after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (i) A statement of the date, time and place of the hearing;
- (ii) A statement of the provisions of the Declaration, By-Laws or rules which have allegedly been violated; and
- (iii) A short and plain statement of the matters asserted by the Section Two Association.

B. Response. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Section Two Association.

C. Penalties. The Board of Directors may levy a fine against an Owner's Lot not to exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. A fine levied by these provisions shall constitute an assessment, and may be enforced by Section Two Association in the same manner as assessments.

D. Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition of same.

E. Remedy. For non-payment of fines, the Section Two Association shall have all of the remedies provided by law.

F. Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Section Two Association, and shall exist in addition to all other rights and remedies to which the Section Two Association may be otherwise legally entitled; however, any penalty paid by the offending Unit Owner shall be deducted from or offset against any damage which the Section Two Association may otherwise be entitled to recover by law.

Section 6. Information. The Section Two Association is required to make available to unit Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws, other rules concerning the project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of Assessments. Declarant, for each Lot Owner within the Properties, hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Section Two Association:

(a) Annual assessments as hereinafter defined;

(b) Special assessments, not otherwise herein contained, against any particular Lot which are established pursuant to the terms of this Declaration or pursuant to the terms of the Articles of Incorporation and By-Laws of Section Two Association or of the Community Association for capital improvements; and

(c) All excise taxes, if any, which may be imposed on all or any portion of the foregoing by law.

(d) Each Villa Owner shall also pay a special assessment for the lawn cutting, fertilizing, weed control and pest control services provided by Section Two Association; provided, however, said special assessment may only be used for the purpose herein stated.

(e) Each Villa Owner shall also pay a special assessment for roof maintenance provided by Section Two Association; provided, however, said special assessment may only be used for the purpose herein stated.

(f) Each Villa Owner shall also pay a special assessment for painting of exteriors of Villas; provided, however, said special assessment may only be used for the purpose herein stated.

All such assessments, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall pass to an Owner's successors in title only if expressly assumed by said successors.

Section 2. Purpose of Assessments. The assessments levied by the Section Two Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement, management, operation and maintenance of the Common Area, of decorative identification sign(s), lakes, fountains, landscaped buffers existing now or in the future, the roadways and paved areas held by the Community Association, and such emergency repairs as the Association shall deem necessary. The Section Two Association shall effectuate the foregoing purposes in accordance with the Articles of Incorporation and By-Laws of this Association and the Community Association.

(a) The special lawn cutting, fertilizing, weed control and pest control services assessment above described, levied by Section Two Association on each Villa, in addition to the annual assessments, will be used exclusively for services provided by Section Two Association.

(b) The Board of Directors shall levy assessments for the following purposes and shall insure that reserve funds shall be established and maintained for each activity:

Maintenance of Roadways
Painting of Exteriors of Villas
Capital Expenditure for Maintenance
of Villa Roofs, due to normal wear
and aging.

(c) The special assessment for roof maintenance above described, levied by Section Two Association on each Villa in addition to the annual assessments, will be used exclusively for the roof maintenance service provided by Section Two Association, as follows:

(1) Beginning with the year each Villa is 8 years old, the Association will pay for annual roof inspections, to be performed by a licensed roofer. The Association will also be responsible for any repairs deemed necessary, due to normal wear and aging, by a licensed roofer approved by the Board of Directors.

(2) If it is determined that roof recovering/replacement is necessary due to normal wear and aging, said recovering/replacement will be performed in accordance with the Pasco County Building Department Minimum Standards in existence at that time, and shall include:

Complete roof recovering- one time only - (shingle over shingle)
with top quality, mildew resistant shingles, or
Complete roof replacement, including sub-structure, with top
quality, mildew resistant shingles.

(d) After roof recovering or roof replacement, annual inspections will resume on the eighth year following such roof recovering/replacement.

(e) Flat roofs will be inspected every four years and repaired or replaced when deemed necessary by a licensed roofer.

(f) Inasmuch as the Association has assumed responsibility for complete roof maintenance, Owners will not be permitted to pressure clean any roof, or Association roof maintenance may be voided.

(g) The special assessment for painting of Villas, levied by Section Two Association on each Villa in addition to the annual assessments, will be used exclusively for painting of Villas, which will be performed on a periodic schedule of 5 years, or sooner if deemed necessary by the Board of Directors.

(h) The Board of Directors may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item in the designated Reserve Account.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seven Hundred Eight (\$708) Dollars per Lot.

DR 3415°0624

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) percent above the maximum assessment for the previous year without a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for an Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. In the absence of a quorum, a subsequent meeting may be called subject to the same notice requirement. The required quorum at a subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the 1st day of the month following the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject hereto. The due dates shall be established by the Board of Directors. The assessments, at the election of the Section Two Association, may be collected in advance on a bi-annually, quarterly or monthly basis. The Section Two Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Section Two Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Section Two Association as to the status of assessments on a Lot is binding upon the Section Two Association as of the date of its issuance.

Section 7. Effect of Non-payment of Assessments; Remedies of Section Two Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of fourteen (14) percent per annum, together with a Ten (\$10) Dollar late fee administrative charge. The Section Two Association may, at its election, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or both. An election hereunder shall not be a waiver of any right or other rights Section Two Association may have either in law or equity. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized for ten (10) years, and

shall be subordinate to any mortgage held or insured by the Federal Housing Administration or held or guaranteed by the Veterans Administration, regardless of the period of amortization. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Section Two Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all the costs and expenses of such foreclosure, including reasonable attorneys' fees and appellate attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Section Two Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owners' title is divested by foreclosure. The Section Two Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In the event the foreclosure sale results in a deficiency, Section Two Association may, in its discretion, obtain a personal judgment against an Owner thereof for such deficiency in the same manner as is provided for foreclosure of mortgages on real property in the State of Florida.

Section 10. Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall agree to waive any and all possible defenses of homestead protection in an action for the foreclosure of the lien for sums assessed pursuant to this Declaration.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 1. Enforcement. If any covenants or conditions herein are breached by the Owner, his assigns, tenants, or agents, it shall be lawful for Owners or the Section Two Association to enforce these covenants and conditions; the losing party to pay all costs thereof, including attorneys' fees, and:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such Covenants or Conditions; or

(b) To institute and maintain civil proceedings in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants or Conditions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, Section Two Association, their grantees, successors or assigns, to enforce any Covenant, Condition or any other

obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 3. Severability. Invalidation of any one of these conditions and covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Annexation. Additional residential real property may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members of Section Two Association.

Section 5. Term and Amendment. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded, after which time same shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75) percent of the Owners. Any amendment which would affect the surface water management system, including the water management portions of the Common Area, shall require the prior written approval of the Southwest Florida Water Management District. All amendments shall be certified and recorded among the Public Records of Pasco County, Florida.

Section 6. Additional Covenants. No property Owner, without the prior written approval of Declarant, may impose any additional covenants or restrictions on any part of the land shown on the Plat.

Section 7. Lender's Notices. Upon written request to the Section Two Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any unit on which it holds the mortgage.

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Section Two Association.

(d) Any proposed action that required the consent of a specified percentage of mortgage holders.

Section 8. Insurance and Fidelity Bonds. The Section Two Association shall maintain in effect casualty and liability insurance and fidelity bond

coverage as specified in the FNMA Lending Guide, Chapter Three, Part Five, Insurance Requirements.

Section 9. All of the Declarant's duties, rights and privileges hereinabove cited shall inure to the benefit of SECTION TWO ASSOCIATION upon the election of a majority of the SECTION TWO ASSOCIATION Board of Directors by the Owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12 day of April, 1995.

Signed, sealed and delivered in the presence of:

Anita Washden

J. Robert Brown

MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC.

BY: [Signature] President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 12 day of April, 1995, by Cesar Garcia, as President of MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation, who is (X) known to me or who has produced _____ as identification.

Mary Guiliani
Notary Public-State of Florida

MARY GUILIANI
Notary Public, State of Florida
My comm. expires May 20, 1995
No. CC 112543

EXHIBIT "A"

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| NO. 1 | NO. 2 | NO. 3 | NO. 4 | NO. 5 | NO. 6 | NO. 7 | NO. 8 | NO. 9 | NO. 10 | NO. 11 | NO. 12 | NO. 13 | NO. 14 | NO. 15 | NO. 16 | NO. 17 | NO. 18 | NO. 19 | NO. 20 | NO. 21 | NO. 22 | NO. 23 | NO. 24 | NO. 25 | NO. 26 | NO. 27 | NO. 28 | NO. 29 | NO. 30 | NO. 31 | NO. 32 | NO. 33 | NO. 34 | NO. 35 | NO. 36 | NO. 37 | NO. 38 | NO. 39 | NO. 40 | NO. 41 | NO. 42 | NO. 43 | NO. 44 | NO. 45 | NO. 46 | NO. 47 | NO. 48 | NO. 49 | NO. 50 | NO. 51 | NO. 52 | NO. 53 | NO. 54 | NO. 55 | NO. 56 | NO. 57 | NO. 58 | NO. 59 | NO. 60 | NO. 61 | NO. 62 | NO. 63 | NO. 64 | NO. 65 | NO. 66 | NO. 67 | NO. 68 | NO. 69 | NO. 70 | NO. 71 | NO. 72 | NO. 73 | NO. 74 | NO. 75 | NO. 76 | NO. 77 | NO. 78 | NO. 79 | NO. 80 | NO. 81 | NO. 82 | NO. 83 | NO. 84 | NO. 85 | NO. 86 | NO. 87 | NO. 88 | NO. 89 | NO. 90 | NO. 91 | NO. 92 | NO. 93 | NO. 94 | NO. 95 | NO. 96 | NO. 97 | NO. 98 | NO. 99 | NO. 100 |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|

ORDER NO. 000473

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA

MILLPOND ESTATES SECTION TWO

DR 3415P0629

THE STATE OF FLORIDA, COUNTY OF PASCO, ss. I, the undersigned, a Notary Public for and in and for the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in the records of the Clerk of the County of Pasco, Florida, at Tallahassee, Florida, this 15th day of July, 1961.

CONVEYED BY DEED TO THE STATE OF FLORIDA, COUNTY OF PASCO, ss. I, the undersigned, a Notary Public for and in and for the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in the records of the Clerk of the County of Pasco, Florida, at Tallahassee, Florida, this 15th day of July, 1961.

THIS DEED WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF PASCO, FLORIDA, AT TALLAHASSEE, FLORIDA, ON JULY 15, 1961, AT 10:30 A.M.

NOTARY PUBLIC
 STATE OF FLORIDA
 My Comm. Expires July 15, 1962
 My Comm. No. 12345
 My Office: Tallahassee, Florida

WITNESSES:

STATE OF FLORIDA, COUNTY OF PASCO, ss. I, the undersigned, a Notary Public for and in and for the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in the records of the Clerk of the County of Pasco, Florida, at Tallahassee, Florida, this 15th day of July, 1961.

THIS DEED WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF PASCO, FLORIDA, AT TALLAHASSEE, FLORIDA, ON JULY 15, 1961, AT 10:30 A.M.

WITNESSES:

NOTARY PUBLIC
 STATE OF FLORIDA
 My Comm. Expires July 15, 1962
 My Comm. No. 12345
 My Office: Tallahassee, Florida

WITNESSES:

EXHIBIT "B"

MILLPOND ESTATES SECTION TWO

OR 3150630

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA

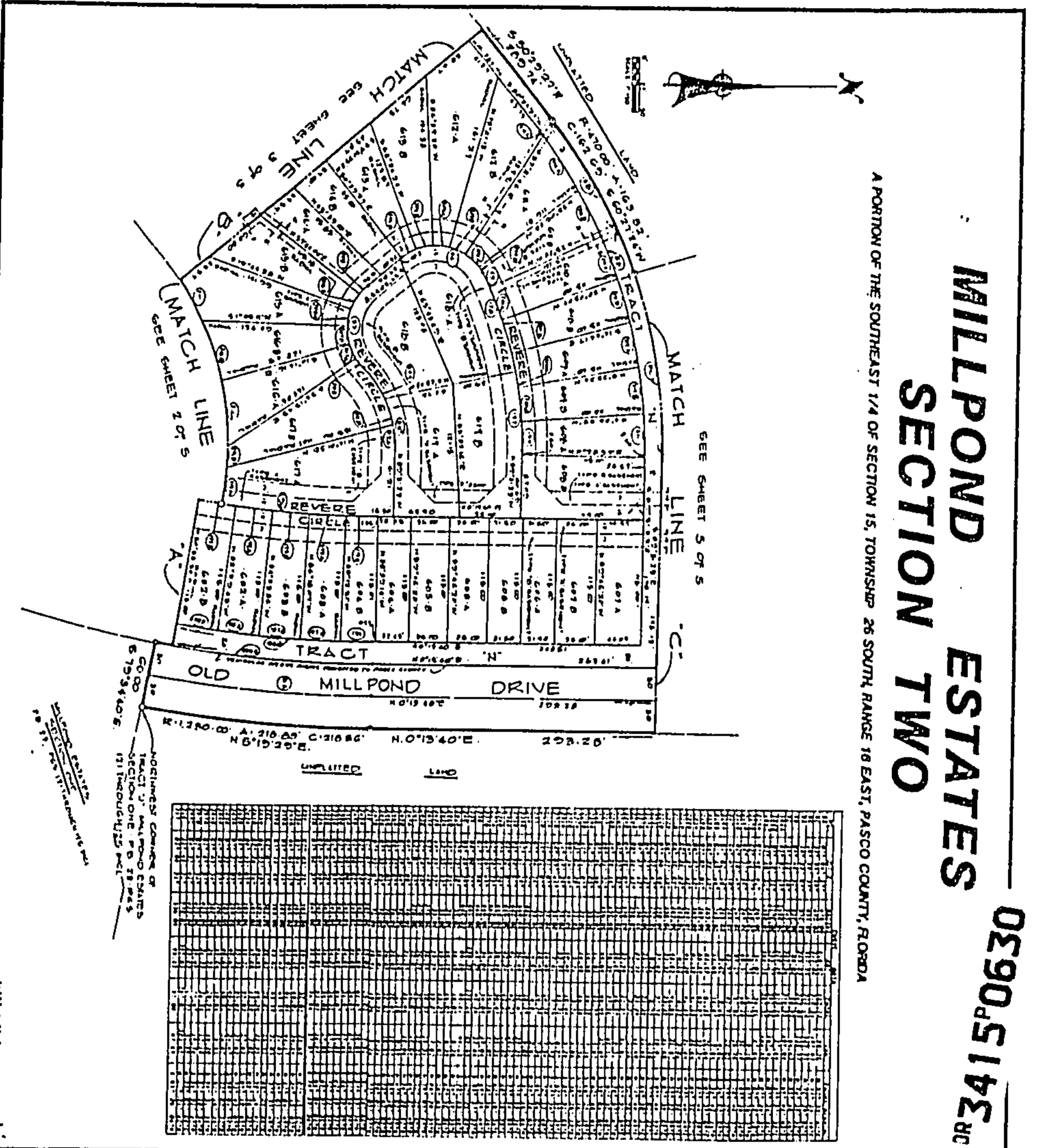
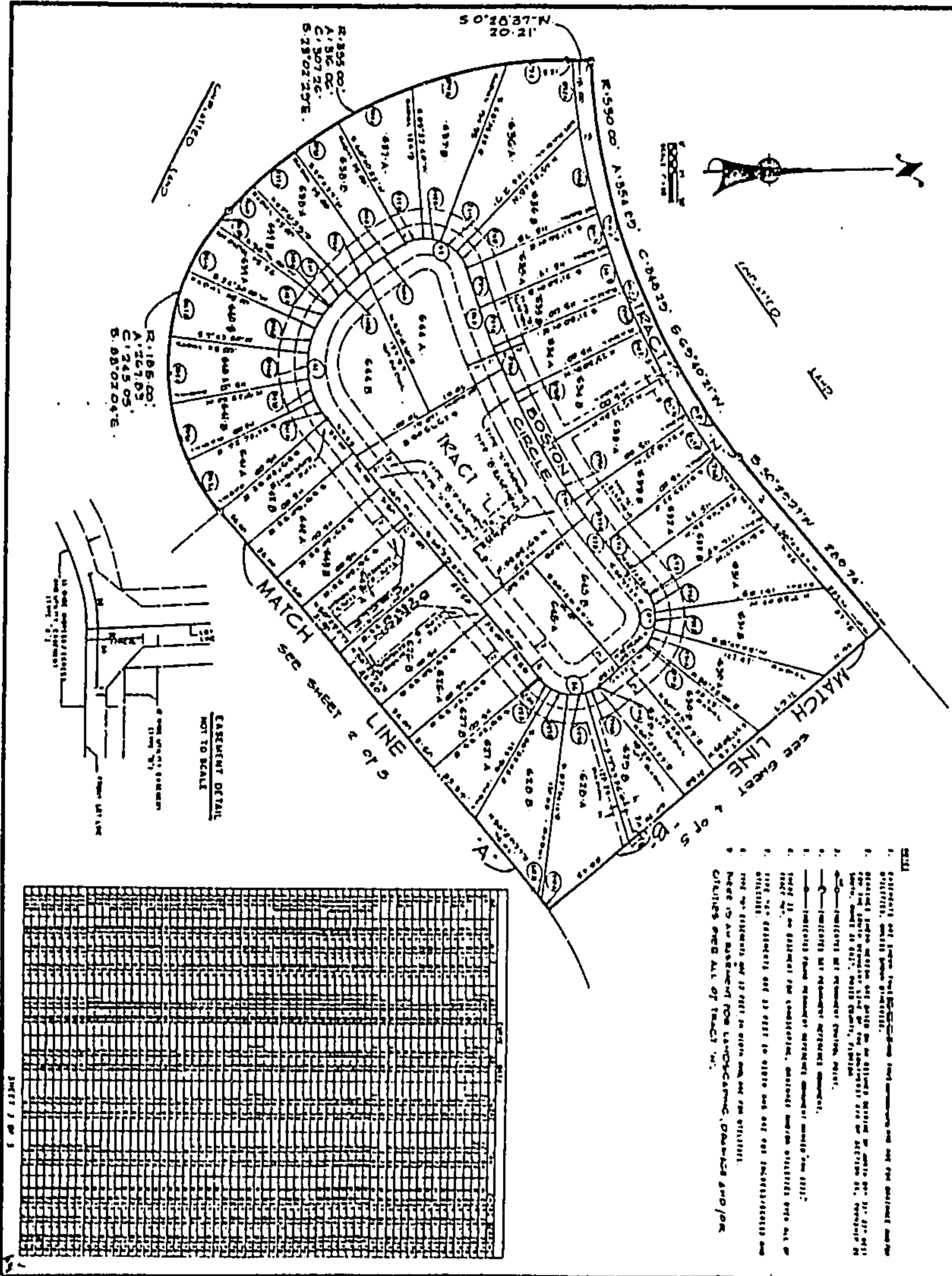


EXHIBIT "B"

MILLPOND ESTATES SECTION TWO

DR 345143 RD

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA



- NOTE:
1. All lots are to be conveyed to the purchaser and are to be conveyed under the same title as the title now on record.
 2. The purchaser shall be responsible for the payment of all taxes and assessments on the lots.
 3. The purchaser shall be responsible for the payment of all utility charges on the lots.
 4. The purchaser shall be responsible for the payment of all other charges on the lots.
 5. The purchaser shall be responsible for the payment of all other charges on the lots.
 6. The purchaser shall be responsible for the payment of all other charges on the lots.
 7. The purchaser shall be responsible for the payment of all other charges on the lots.
 8. The purchaser shall be responsible for the payment of all other charges on the lots.
 9. The purchaser shall be responsible for the payment of all other charges on the lots.
 10. The purchaser shall be responsible for the payment of all other charges on the lots.

SHEET 2 OF 5
MILLPOND ESTATES, SECTION TWO
PLAT BOOK 32 PAGE 16

2009104979

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin FL 34698

R
[Handwritten signature]

Rept: 1255767 Rec: 27.00
DS: 0.00 IT: 0.00
07/29/09 Dpty Clerk

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER
07/29/09 12:23pm 1 of 3
OR BK **8137** PG **64**

3/1

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions of Millpond Estates Section Two, as described in Official Records Book 1443 at Page 936, and encumbering the property described in Plat Book 24, Pages 98-100, of Pasco County, Florida, as amended, was duly approved in the manner required by the Declaration of Covenants and Restrictions at a meeting of the membership held on May 13, 2009. This Certificate was prepared based on representations of the Association, and there was no independent verification by the scrivener of the process or procedures relative to said amendment.

IN WITNESS WHEREOF, we have affixed our hands this 25th day of July, 2009, at Pasco County, Florida. ✓

WITNESSES:

**MILLPOND ESTATES SECTION TWO
HOMEOWNERS ASSOCIATION, INC.**

[Handwritten signature]

Signature of Witness #1

By: *[Handwritten signature: John Bacon]*

John Bacon, President

[Handwritten signature]

Printed Name of Witness #1

[Handwritten signature]

Signature of Witness #2

Attest: *[Handwritten signature: Leisha Fotopolos]*

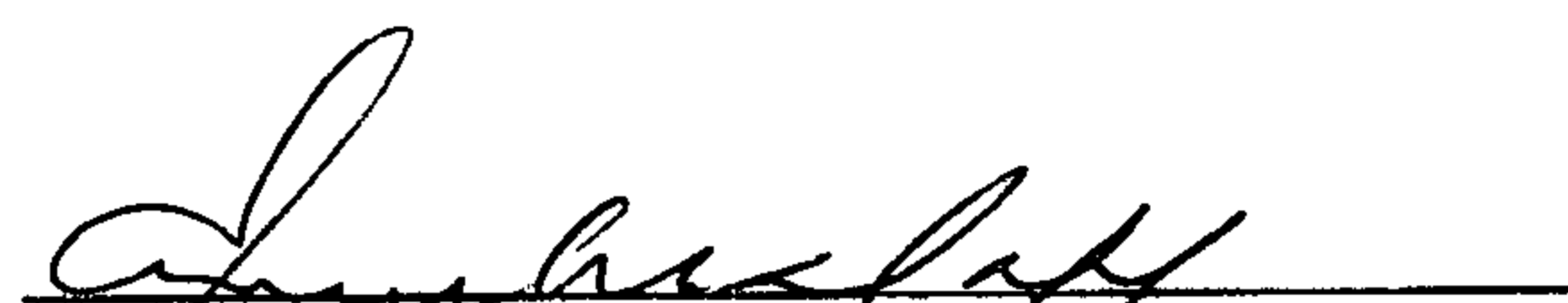
Leisha Fotopolos, Secretary

ALAN GOLD


Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 25 day of July, 2009, by John Bacon and Leisha Fotopolos, to me known to be the President and Secretary, respectively, of Millpond Estates Section Two Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced Karna and Florida Department of Banking as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

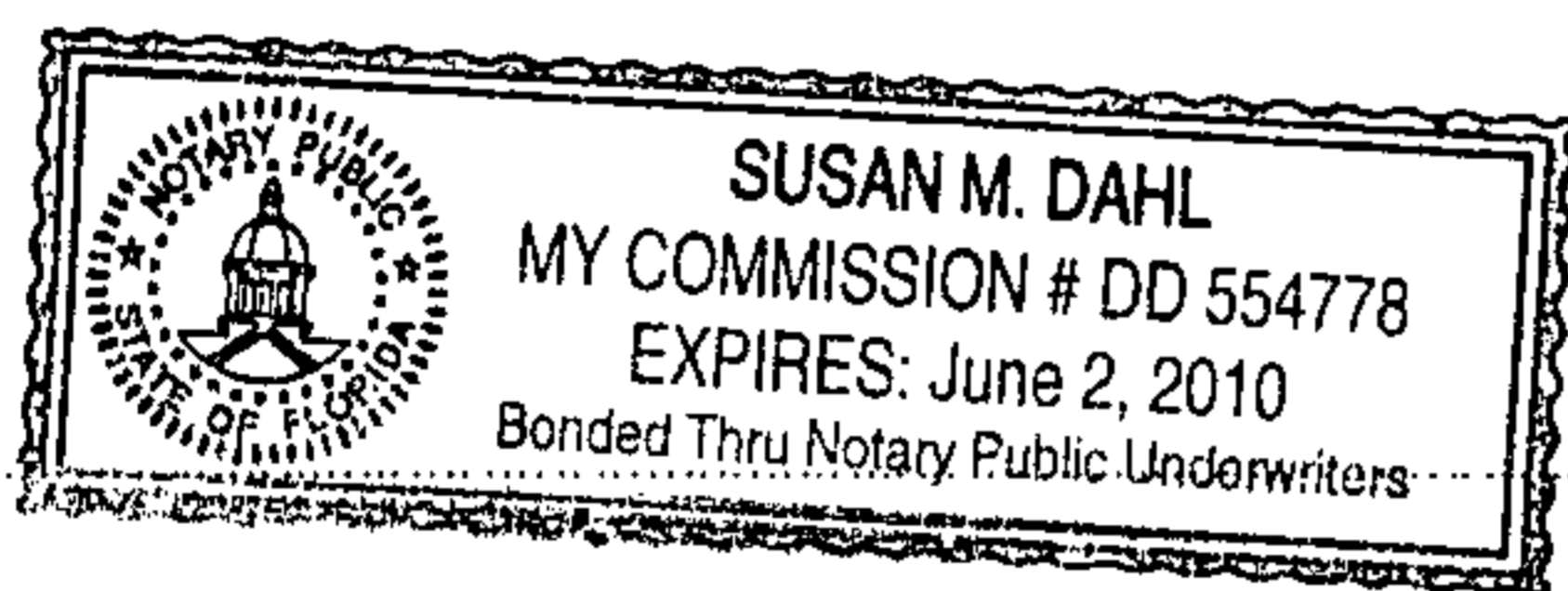


Notary Public, State of Florida at Large



Printed Name of Notary Public

My Commission Expires:



**ADOPTED AMENDMENT TO THE
DECLARATION OF COVENANTS AND CONDITIONS OF
MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOCIATION, INC.**

Article II, Section 32 of the Declaration of Covenants and Conditions of Millpond Estates Section Two Homeowners Association, Inc. has been adopted and amended to read as follows:

Section 32. Rentals of Villas. No unit may be rented or leased by an Owner until the property has been owned for TWO (2) YEARS by said Owner. No unit may be rented or leased by an Owner until an information sheet has been presented to the Board of the Association. All rentals shall be pursuant to a written agreement with a minimum duration of one (1) year. However, with the approval; of the Board of Directors of the Association, Unit Owners may rent a unit to two (2) different renters in any one calendar year. The Association shall be provided with a fully executed calendar year. The Association shall be provided with a fully executed copy of any leases and any lease renewals. The Association shall be informed in writing of any lease renewal at least thirty (30) days prior to the rental thereof. A renter shall deposit with the Association the sum of One Hundred Dollars (\$100) which shall be applied toward the repair of any damages to the common areas or damages to the exterior of the property caused by the renter either by overt action or by neglect or other act. Said deposit shall not bear interest, but shall be returned to the renter when the unit is vacated less any charges incurred for the repair or maintenance of common areas or the exterior of the Lot. In the event the costs incurred for repair or maintenance exceed the amount of the deposit, the Association shall proceed against the Unit Owner pursuant to Item 20 of Article II of these Restrictions. An assessment may be collected by the remedy set forth in the Declaration of Covenants and Conditions. During the term of the lease agreement, the Owner relinquishes all right to use the common areas including but not limited to the swimming pool, clubhouse, and parking areas. Renters shall have the use of such common areas during the term of the lease.

S/H



Rept: 1532089 Rec: 27.00
DS: 0.00 IT: 0.00
07/01/13 L. Serio, Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
07/01/13 10:56am 1 of 3
OR BK 8896 PG 1138


**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
MILLPOND ESTATES SECTION 2 HOMEOWNERS ASSOCIATION, INC**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions of Millpond Estates Section Two, as described in Official Records Book 1443 at Page 936, and encumbering the property described in Plat Book 24, Pages 98-100, of Pasco County, Florida, as amended, was duly approved in the manner required by the Declaration of Covenants and Restrictions. This Certificate was prepared based on representations of the Association, and there was no independent verification by the scrivener of the process or procedures relative to said amendment.


IN WITNESS WHEREOF, we have affixed our hands this 29th day of June, 2013, at Pasco County, Florida.

WITNESSES:

MILLPOND ESTATES SECTION TWO
HOMEOWNERS ASSOCIATION, INC.


Signature of Witness #1

Thomas J. McConneil
Printed Name of Witness #1


Signature of Witness #2

Sharon L. Mc...
Printed Name of Witness #2

By: Shirley J. Bush

Attest: Shirley J. Bush

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 29 day of June, 2013, by Shirley J Bush, to me known to be the President and Secretary, respectively, of Millpond Estates Section Two Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FL DL and BBT Card as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.



[Handwritten Signature]
Notary Public, State of Florida at Large

BRITTANY BURBACH
Printed Name of Notary Public

**ADOPTED AMENDMENT TO THE
DECLARATION OF COVENANTS AND CONDITIONS OF
MILLPOND ESTATES SECTION TWO HOMEOWNERS ASSOC., INC.**

Article V Section 7 of the Declaration of Covenants and Conditions of Millpond Estates Section Two Homeowners Association, Inc. has been adopted and amended to read as follows:

Section 7. Effect of Non-payment of Assessments; Remedies of Section Two Association:

"Any assessment not paid within 10 days after the due date (the first of each month) shall bear interest from the due date at the rate of 14% per annum together with a \$25.00 late administrative fee. The Section Two Association may, at its election, bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or both. An election hereunder shall not be waiver of any right or other rights Section Two may have either in law or equity. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot."