

**RULES AND REGULATIONS
OF
MILLPOND LAKES
CONDOMINIUM ASSOCIATION,
INC.**

EXHIBIT "1"

RULES AND REGULATIONS
MILLPOND LAKES CONDOMINIUM ASSOCIATION, INC.
(the Association)

In addition to the other obligations and duties heretofore set forth in the Declaration of Condominium and By-Laws for Millpond Lakes Condominium Association, Inc., every unit owner shall:

1. Promptly pay the assessments levied by the Association.
2. Maintain in a clean and sanitary manner and repair, his unit and all interior surfaces within his unit (such as the surfaces of the walls, ceilings, floors) whether or not a part of the unit or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.
3. Not use or permit the use of his unit for any other purpose other than as a single-family residence (as defined in Section 7.2 of the Declaration).
4. Not permit or suffer anything to be done or kept in his unit which would increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
5. Conform to, and abide by, the Declaration and By-Laws in regard to the use of the unit and common elements which may be adopted in writing from time to time and see that all persons using the owner's property by, through or under him do likewise.
6. Make no alteration, decoration, repair,

replacement or change of the common elements or to any outside or exterior portion of the building or to the limited common elements.

7. Allow the board of directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in a case of emergency threatening units or the common elements, or to determine compliance with the Declaration or By-Laws.

8. Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by proper governmental authorities. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.

9. Recognize that assessments by taxing authorities for the payment of ad valorem taxes and special assessments will be against the condominium parcel and not upon the condominium property as a whole.

10. Use for overflow parking the driveway appurtenant to the unit owned, which driveway shall be considered a limited common element of the unit.

11. Not place screens or other enclosures on concrete slabs, provided to first floor units, even though such areas may be defined as being a limited common element, except with written consent of the Developer or board of directors following transfer of control.

12. Not divide or subdivide a unit for purpose of sale or lease, except that a unit may be combined with a contiguous unit and occupied as one single-family dwelling.

13. Not hang any laundry or other objects outside of the unit.

14. A. Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, so that each unit, the common elements, and limited common elements shall at all times remain in a clean and sanitary condition.

B. Permit garbage receptacles to be outside the storage area provided only on the day of the scheduled collection.

15. Not make any use of a unit that violates any laws, ordinances, and regulations of any governmental body having jurisdiction thereof.

16. Park in the condominium property only those vehicles which are licensed for noncommercial, passenger use. No trucks, buses, boats, travel trailers, boat trailers, mobile homes, motor homes, recreational vehicles, vans (other than those primarily used to carry passengers), motorcycles, minibikes, or any other type of trailers or commercial vehicles shall be permitted on the common or limited common elements. Parking shall be allowed on the streets in the condominium. For purposes of this subsection, the definitions as used in the Florida Statutes as amended from time to time shall be controlling. Vehicles which cannot operate on their own power shall not remain on the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made on the condominium property.

17. Not play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television, or other sound amplifier system in a unit in such a manner as to disturb or annoy other occupants of the condominium, nor shall the aforementioned cause or permit to be caused any other unusual or disturbing noise, foul or noxious odors, or any activity which would be disturbing to other occupants of the condominium.

18. Not obstruct the sidewalks or entrances of any condominium unit or use the same for any purpose other than ingress to and egress from the units. Bicycles may be stored within the units.

19. Store all personal property in the condominium unit in storage areas.

20. Make complaints of an unusual or major nature, other than routine, day-to-day complaints, regarding the service and maintenance of the condominium in writing to the manager or the agent designated by the board.

21. Not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof or power rooms of any of the buildings in the condominium. Unit owners shall not allow residents, their families, guests, servants, employees, agents, visitors, at any time or for any reason whatsoever to enter upon or attempt to enter upon the roof or power rooms of any of the buildings in the condominium.

22. Not keep in his unit or in any storage area any inflammable, combustible, or explosive fluid, chemical or substance except such as is required for normal household use.

23. Not erect any antenna, aerial, or satellite dish or install same on the roof or exterior walls of a condominium building. Any antenna, aerial, or satellite dish erected or installed may be removed without notice at the cost of the unit owner installing same. Nothing herein, however, shall preclude the Developer or the Association from installing a master antenna or satellite dish for the condominium on the condominium property.

24. Not exhibit, display, inscribe, paint or affix, in, on or upon any part of the condominium property any sign, advertisement, notice or other lettering by any unit owner or occupant without the written consent of the board of directors of the Association.

25. Prepare his unit prior to his departure for an extended period of time in the following manner:

A. By removing all furniture, plants and any other objects from the unit owner's patio, courtyard, terrace, or balcony; and

B. By designating either a responsible caretaker, be it a firm, individual, or the manager, to care for his unit should his unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The manager and the Association shall be provided with the name of each unit owner's aforesaid designated caretaker. Such caretaker will notify the manger's office prior to making any entry to the unit during the owner's absence.

26. Not direct, supervise, or in any manner attempt to assert any control over any of the employees of the Association, nor attempt to send any of such employees upon private business of such unit owner or resident. The employees of the manger and of the Association, if any, are employed for the purpose of providing for the efficient operation and management of the condominium.

27. Not peddle or solicit in, on or about the condominium.

28. Not exceed the speed limit of 15 m.p.h. on all condominium roadways, except where otherwise posted.

29. Not have pets other than as follows: unit owners are allowed to have up to two (2) dogs or two (2) cats or one (1) of each which are (or will be at fully matured growth) no larger than sixteen (16) inches in height. Other domesticated pets such as fish shall be allowed by the unit owners. All pets shall be kept quiet at all times. Provided, however, that such pets are not kept or maintained for commercial purposes for breeding and provided, further, that any such pet causing or creating a nuisance or disturbance or noise shall be permanently

removed from the condominium property upon ten (10) days written notice from the board. Pets are not permitted on any portion of the condominium property EXCEPT where adequately secured and retained by a leash which is hand held. All pets shall be taken directly to and walked within areas designated by the Association so as to prevent the deposit of animal waste on the condominium property. In the event of deposit of animal waste on the condominium property, the owner of the animal shall remove same immediately.

30. Not apply any reflective window coating or other substance to the windows of the condominium unit, except as may be approved by the board.

31. Every unit owner in MILLPOND LAKES, a Condominium, will comply with all of the rules and regulations promulgated by the Community Association, in conjunction with the use and enjoyment of the recreational and common facilities owned by the Community Association for the benefit of all residential unit owners in the Millpond Estates Residential Community, of which MILLPOND LAKES forms a portion thereof. It is understood that the board of directors of the Community Association has the ability and authority to revoke use privileges of the recreation or other commonly held facilities referenced, in the event the unit owner, or a member of unit owner's household shall continue in violation of the rules promulgated by said Community Association.

The use and enjoyment of any common elements and common facilities not hereinbefore specifically mentioned and regulated are hereby restricted to ONLY unit owners, residents and the guests of said unit owners and residents.

The within provisions, rules and regulations are subject to change, modification or amendment pursuant to authority as is provided by the By-Laws of the Association.

R#24/I

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MAINTENANCE

EXHIBIT "2"

MILLPOND LAKES
A CONDOMINIUM

MAINTENANCE RESPONSIBILITIES

O.R. 1855 PG 0793

NOTES

MAINTENANCE RESPONSIBILITIES

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all respective responsibilities between Unit Owners, severally, and the Association. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. The appropriate sections of the Declaration determine ownership.

Column I. ITEMS. Items appearing in this column are illustrative and not exhaustive.

Column II. GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY. Responsibility for determining and providing for the maintenance, repair and replacement requirements of the General Common Elements and determining the costs thereof shall be primarily the responsibility of the Board of Directors and such designees to which it may delegate certain such responsibilities.

Column III. LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY. Responsibility for determining the maintenance, repair and replacement requirements of the Limited Common Elements shall be a shared responsibility between the Board of Directors and the Unit Owner of a unit to which a specific Limited Common Element is exclusively appurtenant; provided, however, that the Board shall have the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

Column IV. UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY. The items in this column are legally and by definition a part of the unit but are attached or directly connected to or associated with the General Common Elements and Common Expense items in such a way that a clear distinction

between Unit Owner and Association responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of the building. Thus, certain costs which appear to benefit a single Unit Owner but which affect other Unit Owners are declared a Common Expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined Common Elements and Common Expenses.

Column V. CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT. The items in this column are not intended to be exclusive and all encompassing and do not affect responsibilities expressly provided for otherwise.

R#24/K

ITEMS	I GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	II LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	III UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	IV CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Plumbing & related systems & components thereof.	All maintenance, repair & replacement of portions of plumbing serving more than one unit. Water damage to Common Elements or units other than the one which is the primary source of the problem through negligence of the occupants of such unit.	If any, same as in Column II.	Only to the extent that a malfunction originates outside the unit in which the malfunction occurs or may occur.	All portions within a unit including fixtures & appliances attached thereto. Water damage to a unit, when the primary source of such problem is through the negligence of the occupants of that unit.
Electrical & related systems & components thereof excluding appliances, fixtures & lights serving only one unit.	All, in all regards.	All, in all regards.	_____	All, in all regards, for items serving only one unit.

I ITEMS	II GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	III LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	IV UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	V CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Heating & cooling systems & components thereof which serve the separate units. Covered parking.	_____	_____	_____	Maintenance, repairs and replacement including filters at unit owner's expense and condenser located on common grounds.
Overflow parking Spaces.	All overflow parking spaces in all regards.	_____	_____	_____
Storage Cubicles (if any).	_____	_____	_____	_____
Refuse collection system.	All, in all regards.	_____	_____	All, in regards including routine maintenance and cleaning.
			Exterior roof, exterior vertical walls, foundations.	Maintenance, repairs and replacement shall be at individual unit owners expense (limited common element).

ITEMS	GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Grounds, including all paved areas and other improvements thereon lying outside the main wall of each building.	All, except routine housekeeping around unit.	Driveways, all except routine cleaning.	_____	General housekeeping of areas around unit and driveways, together with maintenance of air conditioning units owned by individual unit owners.
Building, exterior roof, exterior vertical walls, foundations.	All, in all regards.	_____	_____	_____
Windows.	All which do not serve a unit, in all regards.	_____	_____	All which serve a unit, including routine cleaning.

R#25/J4

ITEMS	GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Doors, entrances to units.	_____	_____	All exposed surfaces including door panel, buck, trim & sill. _____	Interior of door panel interior trim. Hardware set including lock and door chime assembly and hinges/enclosure. All which serve the unit in all respects. Replacement to be of same color, grade & style.
Screens (doors, windows).	All which do not serve a unit, in all regards.	_____	_____	All which serve the unit in all respects. Replacement to be of same color, grade & style.

R#25/J5

**AMENDMENT TO
DECLARATION OF
CONDOMINIUM
OF
MILLPOND LAKES
CONDOMINIUM ASSOCIATION,
INC.**

OR BK 8601 PG 3622
2 of 2

**AMENDMENT TO THE DECLARATION OF
CONDOMINIUM FOR MILLPOND LAKES, A CONDOMINIUM**

Amendment to Article 7 of the Declaration of Condominium for Millpond Lakes, a Condominium, as recorded in Official Records Book 1855, Page 0678, et. seq. of the Public Records of Pasco County, Florida, as may have been amended from time to time, as follows:

Additions indicated by underlining
Deletions indicated by ~~striking through~~
Unaffected text by "..."

...

Section 7.2. Use of Condominium Unit. Condominium units shall be used and occupied by the active owners and tenants thereof as private single-family residences for themselves, their families and social guests, and for no other purpose, except where specific exemptions are made in this Declaration. The term "single-family" shall mean one or more persons related by blood, marriage or adoption or no more than two unrelated persons living and cooking together as a single housekeeping unit. In order to provide for a congenial occupation of the condominium and to provide for the protection of the value of the units, the use of the property shall be restricted in accordance with the following provisions:

- A. No unit may be used for transient or hotel purposes.
- B. The number of permanent occupants of a unit by a single family shall not include more than two (2) persons per bedroom.
- ~~C. The sale, rental, lease or transfer of any unit is not restricted or controlled.~~
- C. No business or commercial activity that requires a physical visit to a Unit by a third party may be conducted in or from any Unit. This restriction shall not be construed to prohibit any residential Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Unit to the extent it does not interfere with the quiet use and enjoyment of adjoining Units. Such uses are expressly declared customarily incident to residential use.
- D. Reasonable rules and regulations concerning the use of condominium property and especially the common area may be promulgated by the Association pursuant to the By-Laws. Copies of all rules and regulations shall be furnished to all unit owners.

Section 7.3 Leasing.

- A. A Unit Owner may not enter into a lease of the Unit until the Unit Owner has held an ownership interest in the Unit for two or more years
- B. This Section applies to Unit Owners who at the effective date of this Amendment have provided their written consent to the Association, and it applies to all persons who acquire an ownership interest in a Unit after the effective date of this Amendment, whether or not they have provided their written consent.

...

Prepared by and return to:
James R. De Furio, Esquire
James R. De Furio, P.A.
PO Box 172717
Tampa, FL 33672-0717

R



Rcpt: 1390351 Rec: 18.50
DS: 0.00 IT: 0.00
09/26/11 C. Cook, Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
09/26/11 09:28am 1 of 2
OR BK 8601 PG 3621

CERTIFICATE OF AMENDMENT TO ARTICLE 7 OF THE DECLARATION OF CONDOMINIUM FOR MILLPOND LAKES, A CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendment to Article 7 of the Declaration of Condominium for Millpond Lakes, a Condominium, as recorded in Official Records Book 1855, Page 0678, et. seq. of the Public Records of Pasco County, Florida, as may have been amended from time to time, was duly adopted by at least sixty-seven percent (67%) of the total voting interest in the Association, pursuant to Article 11, Section 11.1 of the Declaration of Condominium.

IN WITNESS WHEREOF, we have affixed our hands this 7 day of Sept, 2011 at Pasco County, Florida.

WITNESSES

MILLPOND LAKES CONDOMINIUM ASSOCIATION, INC.

Sign: Murali Amara

By: Anthony Scotella

Print: MURALI AMARAVADT

Print: ANTHONY SCOTELLA

Sign: Eileen Liebhart

As: President

Print: Eileen Liebhart

not present at time of notarizing
Secretary (Seal)

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 7 day of Sept, 2011 by Anthony Scotella and _____ as President and Secretary respectively, Millpond Lakes Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.



Paula S. O'Neil
Signature of Notary Public - State of Florida

KARLA J. ZAGAR
Print, Type or Stamp Commissioned Name of Notary Public

Personally known _____ OR Produced Identification FL Drivers License

Type of identification produced # S340-001-42-221-0