

Prepared By and Return To:  
Greenberg Nikoloff, P.A.  
1964 Bayshore Boulevard, Suite A  
Dunedin, Florida 34698

**CERTIFICATE OF AMENDMENT  
TO  
SUBDIVISION RESTRICTIONS COVERING  
MILLPOND ESTATES SECTION FIVE, A SUBDIVISION OF PASCO COUNTY, FLORIDA,**

NOTICE IS HEREBY GIVEN that by a vote of two-thirds (2/3%) percent of the membership, the Subdivision Restrictions Covering Millpond Estates Section Five, A Subdivision of Pasco County, Florida, as originally recorded in O.R. Book 1724, Page 1976 et seq. of the Public Records of Pasco County, Florida be, and the same is hereby amended as follows:

The Subdivision Restrictions Covering Millpond Estates Section Five, A Subdivision of Pasco County, Florida is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Subdivision Restrictions Covering Millpond Estates Section Five, A Subdivision of Pasco County, Florida"

IN WITNESS WHEREOF, MILLPOND ESTATES SECTION FIVE HOMEOWNERS ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 14<sup>th</sup> day of July, 2023.

MILLPOND ESTATES SECTION FIVE  
HOMEOWNERS ASSOCIATION, INC.

(Corporate Seal)

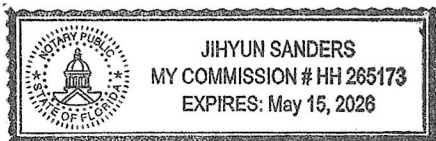
ATTEST:

By: Katherine Logue  
KATHERINE LOGUE, President  
Printed Name

Charles Moles  
Charles Moles, Secretary  
Printed Name

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14<sup>th</sup> day of July, 2023, by Katherine Logue, as President and Charles Moles, as Secretary, of Millpond Estates Section Five Homeowners Association, Inc., and are personally known to me or have produced Florida Driver License as identification.



[Signature]  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: May 15, 2026

**SCHEDULE OF AMENDMENTS  
TO  
SUBDIVISION RESTRICTIONS COVERING  
MILLPOND ESTATES SECTION FIVE, A SUBDIVISION OF PASCO COUNTY, FLORIDA**

**ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS....**

1. Paragraph 16, Parking of the Subdivision Restrictions shall be amended to read as follows:

16. PARKING

Each Lot shall be provided with designated parking space within the Lot's boundaries. 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.

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 Five for a period in excess of one (1) hour unless:

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

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

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

A "commercial vehicle" is hereby defined as one that has a company logo or slogan permanently affixed on any surface of the vehicle; displays tools or equipment used to provide services of any kind to a company or individual; is used for the delivery or pickup of goods; a vehicle containing on-board and/or built-in devices or hardware that are designed to provide maintenance, installation or repair services; or is oversized so as to not fit in a parking space or driveway. Fire, Police and Rescue vehicles with audible and visual signs are exempt from this definition. Commercial vehicles may be temporarily parked while providing services to a lot within the community; however, they shall not be permitted to remain at the residence overnight under any circumstances.

**REMAINING PORTION OF THIS SECTION REMAINS UNCHANGED**

2. Paragraph 27, Leasing/Rentals of the Subdivision Restrictions shall be amended to read as follows:

27. Leasing/Rentals. A Lot or Dwelling Unit Owner may not enter into a lease/rental agreement of a Lot or Dwelling Unit until the Unit Owner has held an ownership interest in the Lot or Dwelling Unit for two (2) or more years. This Section applies to all persons who acquire an ownership interest in a Lot or Dwelling Unit after the effective date of this Amendment, regardless of how the interest was acquired. No lease shall be for a term of less than twelve (12) months. Lot or Dwelling Units may be leased/rented for single-family residential use only. 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 dwelling. Any occupancy of a Dwelling for more than fourteen (14) days in any calendar year in the absence of a record Owner shall be deemed a lease/rental for purposes of enforcing any and all restrictions contained herein. There shall be no occupancy of a Dwelling without compliance with the requirements set forth herein.