Prepared by:

Jonathan James Damonte, B.C.S. Jonathan James Damonte, Chartered 12110 Seminole Blvd. Largo, FL 33778

## COLONY HILLS COMMUNITY ASSOCIATION, INC. CERTIFICATE OF FILING AMENDMENTS TO COVENANTS AND RESTRICTIONS

I, Elizabeth Featherly, as Secretary of Colony Hills Community Association, Inc., a Florida corporation not for profit (the "Association"), and the homeowners' association for Colony Hills Community, a mobile home park subdivision as recorded in the Plat of Colony Hills Community, Plat Book 21, Pages 110-111, Public Records of Pasco County, Florida, do hereby certify that the attached is a true and correct copy of amendments to the Covenants and Restrictions of Colony Hills, as adopted by the Board of Directors of the Association on Colony Hills, as adopted by the unanimous vote of the members entitled to vote on these amendments at a duly noticed meeting of the members at which there was a quorum held on January 21, 2020.

| quorum held on January 21, 2020.  |
|---|
| I hereby further certify that the same as attached has not been amended.  |
| Dated this Left 6 day of January, 2020  |
| STATE OF ELORIDA  STATE OF ELORIDA  |
| Elizabeth Featherly, Secretary STATE OF FLORIDA )   |
| COUNTY OF PASCO )   |
|   |
| The foregoing instrument was acknowledged before me by means of ~ physical presence or ~ online notarization, thisday of January, 2020, by Elizabeth Featherly, as Secretary of |
| Colony Hills Community Association, Inc., a Florida corporation not for profit, on behalf of the  |
| corporation. She: ~ is personally known to me or ~ has produced   |



Notary Public

as identification.

My Commission Expires: 6/13/2021

FL DL Exp 11/12/2020

## COLONY HILLS COMMUNITY ASSOCIATION, INC. COVENANTS AND RESTRICTIONS

Paragraph 2 of the Colony Hills Covenants and Restrictions recorded in O.R. Book 9722, Pages 3610, et. seq., Public Records of Pasco County, Florida, are amended as follows:

## Paragraph 2. Single Family Residential Use Only. is amended to all the following:

- 2.1. Ownership Limitations. The Lots and Parcels of lands within this Subdivision are intended to be occupied primarily by Owners who reside on their Lot or Parcel and in their Dwelling located thereon as either their principal residence or as their seasonal residence. This Subdivision is not intended to be operated primarily as a rental community. In furtherance of this goal and in order to preserve the characteristics of the Subdivision as a resident-owned mobile home park, corporations, limited liability companies, land trusts, trusts (other than as otherwise specified herein) and other entities that are not natural persons may not buy or own Lots or Parcels or Dwellings in the Subdivision; provided, however, that Lots or Parcels and Dwellings may be purchased and ownership and title held in the name of one or more natural person's trust (i.e., intervivos trust) for the benefit of the individual Owner who is the settlor of his or her trust, for estate planning purposes. No person or entity may own more than two (2) Lots or Parcels in the Subdivision at the same time, of which one must be the Lot or Parcel Owner's personal residence not held for rent or used as a rental unit. These limitations on ownership do not apply to the Association.
- 2.2. <u>Use Restrictions</u>. No Lot or Parcel or Dwelling Owner in the Subdivision may make use of his or her Lot or Parcel or Dwelling in any way that causes, permits, or requires administrative, regulatory, or other intervention from governmental agencies with respect to the ownership or leasing of such Lot or Parcel or Dwelling. This includes, but is not limited to, day care facilities or operations, elder care facilities or operations, health care facilities or programs, medical facilities or programs, or government-controlled or subsidized housing programs.
- 2.3. <u>Unity of Title and Ownership</u>. A Dwelling located upon a Lot or Parcel must be owned by the same person or persons who owns the Lot or Parcel upon which the Dwelling is located. Lots or Parcels upon which a Dwelling is located must be sold with the Dwelling located thereon to the same person who purchases the Lot or Parcel. From and after the date of recording this amendment, no Dwelling may be sold separately from the Lot or Parcel upon which the Dwelling is located.
- 2.4. <u>Rental Restrictions</u>. Leases of Lots or Parcels or Dwellings to anyone other than natural persons or their personal living trusts are expressly prohibited. No lease or sublease shall be permitted for a term of less than one (1) month or more than one (1) year, provided, however, that leases may include options to renew for periods of time not to exceed one (1) year. Subleasing is prohibited.