

This Instrument Prepared by and Return to: Knox Levine, P.A.
Address: 36354 U.S. Hwy 19 N, Palm Harbor, FL 34684

**CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF PHOEBE PARK**

WE HEREBY CERTIFY THAT the attached Amendments to the Declaration of Covenants, Conditions and Restrictions of Phoebe Park, as originally recorded at Book 13315, Page 900, et. seq., of the Public Records of Hillsborough County, Florida, and as amended, was duly approved in the manner required in those documents at a meeting of the membership held on October 8, 2025.

IN WITNESS WHEREOF, we have affixed our hands this 5th day of JANUARY, 2026 at Hillsborough County, Florida.

WITNESSES

Charlotte Albert

Signature of Witness #1

Charlotte Albert

Printed Name of Witness #1

Anne Thomas

Signature of Witness #2

ANNE J THOMAS

Printed Name of Witness #2

PHOEBE PARK ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: Kimberly Pontillo
Kimberly Pontillo, President

Attest: Kenita Mallon
Kenita Mallon, Secretary

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, personally appeared Kimberly Pontillo and Kenita Mallon, to me known to be the President and Secretary, respectively, of Phoebe Park Association, Inc., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 5th day of JANUARY, 2026.

Karin Odom
Notary Public

My commission expires: 12-14-2027

Printed Name: KARIN ODOM



KARIN ODOM
Commission # HH 488816
Expires December 14, 2027

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PHOEBE PARK

The following is an amendment to the Phoebe Park Association Inc. Declaration of Covenants, Conditions and Restrictions of Phoebe Park, originally recorded at Official Records Book 13315, Page 900, et. seq., of the Public Records of Hillsborough County, Florida, and as amended from time to time.

New Wording Double-Underlined; Deleted Wording ~~Stricken Through~~ (Except when proposed amendment involves substantial rewording):

Declaration Article IV, Section 33 is amended to read as follows:

Section 33. Leases. In order to keep the Property from becoming a transient community and to assure enforcement of this Declaration, the following provisions apply to leases of Lots:

(a) Lease of a Lot is not prohibited, provided that any Lease shall comply with the remaining provisions of this Section 33. All leases shall be in writing.

(b) An Owner desiring to enter in a Lease of his Lot shall provide a copy of the lease form to the Association, and the Association shall have the right to approve the lease form prior to use. In order for a lease to be approved, it shall have at a minimum, the following terms and conditions: (i) the lease term shall not be for less than seven (7) months; (ii) the lease shall be only for the entire Lot and associated garage; (iii) no tenant shall be permitted the use of more than two parking spaces (including the garage); (iv) every lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration.

(c) Any Owner who has leased his or her Lot shall provide to the Association the name, address and telephone number of the tenant and a copy of the signed Lease not later than the date of occupancy by the tenant.

(d) No tenant shall be entitled to use the Common Areas or any recreational facilities of the Association until the Owner has complied with this Section 33.

(e) The use of the Common Areas and any recreational facilities is limited to the benefit of one (1) family per residence and grant of such rights to a tenant

excludes the right of the Owner to use such Common Areas and recreational facilities during the period of the lease.

(f) The Owner shall be responsible to the Association for compliance by his or her tenant with the terms and conditions of this Declaration.

(g) No more than two (2) leases shall be approved within a twelve-month period.

(h) Term of Ownership Prior to Renting/Leasing. No owner of a Lot purchased or otherwise obtained after the effective date of this amendment may rent or lease that Lot or residence during the first twelve (12) months of Ownership. The effective date of ownership shall be determined by the deed transaction recorded in the public records of Hillsborough County, Florida. This restriction shall not apply to the Association in the event it takes title to a Lot by foreclosure or deed in lieu of foreclosure. There shall also be exceptions for transfers of title through inheritance or for any conveyance for the purpose of estate planning, such as a deed into a trust. Hardship exceptions may also be granted at the sole discretion of the Board of Directors. Examples of hardship exception circumstances include:

- a. for an active member of the U.S. Military (Army, Navy, Air Force Marines, Coast Guard, or Space Force) who is deployed at least 50 miles from the Association. Documentation of deployment must be provided to the Association as part of the application for a hardship exception;
- b. Employment relocation at least 50 miles from the Association. Documentation of relocation must be provided to the Association as part of the application for a hardship exception; and,
- c. Medical needs, such as relocation to a rehabilitation or long term care facility. Documentation of the medical need must be provided to the Association as part of the application for a hardship exception.

(i) Advertising (e.g. on AirBNB, VRBO, Booking.com, or any other online or print venue) a rental which would violate any provision of this section is a violation.