

PREPARED BY AND RETURN TO:  
Greenberg Nikoloff, P.A.  
1964 Bayshore Blvd, Suite A  
Dunedin, FL 34698

**CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
AQUA SOLIS**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on the 5 day of December, 2024 by an affirmative vote of not less than two-thirds of the total eligible voting interests in the Association, the Declaration of Covenants and Restrictions for Aqua Solis, as originally recorded in O.R. Book 19744, Page 2675, et seq., in all of the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Covenants and Restrictions for Aqua Solis, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to the Declaration of Covenants and Restrictions for Aqua Solis."

IN WITNESS WHEREOF, Aqua Solis Homeowners Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 11 day of December, 2024.

AQUA SOLIS HOMEOWNERS  
ASSOCIATION, INC.

(Corporate Seal)

By: James Gullino  
AQUA SOLIS, President

ATTEST:

JAMES GULLINO  
Printed Name

Shannon Massieu  
Aqua Solis, Secretary

Shannon Massieu  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 11<sup>th</sup> day of December, 2024, personally appeared before me James Gullino, as President, and Shannon Massieu, as Secretary of Aqua Solis Homeowners Association, Inc., who are personally known to me or who have produced Driver's licenses as identification and who did take an oath.

Catherine M. Roberts  
NOTARY PUBLIC



CATHERINE M. ROBERTS  
Notary Public  
State of Florida  
Comm# HH279140  
Expires 8/7/2026

**EXHIBIT "A"**  
**SCHEDULE OF AMENDMENTS**  
**TO THE**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR AQUA SOLIS**

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

1. ARTICLE 10, USE RESTRICTIONS, Section 10.19, Parking, of the Declaration, shall be amended to read as follows:

10.19 Parking. Owners shall park their vehicles within the garage portion or driveway of Owner's Residence. All parking within the Property shall be in accordance with the rules and regulations adopted from time to time by the Board. A maximum of three (3) vehicles with a total of two (2) axles per vehicle per Residence shall be permitted to be stored on the Property. Each Owner is specifically cautioned that they and the occupants of their Residence may be limited or restricted as to the number of vehicles they may park or store on the Property. Any vehicle parked in violation of this Section is subject to being towed away at the owner's expense without further warning. No on-street parking will be permitted unless for special events approved in writing by Developer (until Turnover), and thereafter, by the Board or a Board-appointed committee.

2. ARTICLE 10, USE RESTRICTIONS, of the Declaration, shall be amended to add an entirely new Section 10.39, entitled "Buyer's Capital Contribution", to read as follows:

10.39 Buyer's Capital Contribution. As of the date of recording of this amendment, at the closing of sale of any Lot, the buyer shall pay, as a closing cost, a Buyer's Capital Contribution in an amount equal to five (5) months of assessment at the monthly assessment rate pending for that year. The following transactions shall not be subject to the Buyer's Capital Contribution requirement:

10.39.1 Conveyance of a Residence to a trust, partnership, corporation, or other entity which is owned or controlled by the Owner, or which has been created for the benefit of the Owner, the Owner's spouse and/or children of the Owner.

10.39.2 Conveyance of a Residence to the Owner's spouse or heirs.

10.39.3 Conveyance of an undivided interest in the Residence by the Owner to a co-owner, when the Owner remains on the deed.

10.39.4 Conveyance of title to a Residence by judicial foreclosure by a purchase money mortgage holder.

3. ARTICLE 10, USE RESTRICTIONS, of the Declaration, shall be amended to add an entirely new Section 10.40, entitled "Residence Vacancy", to read as follows:

10.40 Residence Vacancy. If a Residence will be vacant for more than thirty (30) days, the Owner must designate a local individual who will act as manager for the time period

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that the Residence will be vacant. Such manager shall be provided with a key to the Residence and shall be contacted in the case of an emergency. Additionally, the Owner shall notify the Association's Property Management Company, or the Association itself, if there is no Property Management Company, at least ten (10) days prior to the departure date and provide the Association with the name, telephone number, and e-mail contact information of the manager. For purposes of this section, "local" shall mean an individual residing in Pasco, Hillsborough, or Pinellas County, Florida, or a property management firm located in Pasco, Hillsborough, or Pinellas County, Florida. The Association shall assume no liability in respect to the vacant Residence.

4. ARTICLE 12, SHORT TERM RENTALS AND LEASING RESTRICTIONS, Section 12.1, No Short Term Rentals, of the Declaration, shall be amended to read as follows:

12.1 No Short Term Rentals. Owners shall be allowed to lease their Residences, provided that any such lease shall require the tenant thereunder to comply with the terms and conditions of the Governing Documents, and provided that such lease and tenancy is otherwise in compliance with any rules and regulations promulgated by the Board and all other terms, restrictions, provisions and conditions of the Governing Documents. Any Owner wishing to lease his or her Residence must obtain a licensed property management firm or designate a local individual who will act as manager for the duration of the lease term. Such manager shall be provided with a key to the Residence and shall be contacted in the case of an emergency should the Association not be able to contact the Owner of the Residence. For purposes of this section, "local" shall mean an individual residing in Pasco, Hillsborough, or Pinellas County, Florida, or a property management firm located in Pasco, Hillsborough or Pinellas County, Florida. The Association shall assume no liability in respect to the leasing of any Owner's Residence. No lease of a Residence shall be for a term of less than twelve (12) months, and any such lease shall be in writing and shall be enforceable by the Association, whether or not so stated in its terms. No Owner may lease their residence more than twice during any calendar year. Upon execution of such a lease, the Owner shall provide the Association with an executed copy of such lease. At the same time as providing a copy of any lease agreement to the Association, Owner must provide the name, telephone number, and e-mail contact information of said manager designated. The Association shall have the right to require upon notice to all Owners that a substantially uniform form of lease or addendum be used by all Owners intending to lease their Residence after said notice and to provide such form as a Common Expense. The form of lease or addendum required by the Association from time to time may contain reasonable provisions to protect the Association including, but not limited to, the right to require any rent due under such lease be paid to the Association in the event the Owner defaults in the payment of any assessment, fee, fine, or other monetary obligations then due to the Association are satisfied in full, the right to evict the tenant(s) for violations of the Governing Documents of the Association or as otherwise permitted by law or to protect any other restrictions or covenants set forth herein. There shall be no subleasing, licensing or other agreement of any kind by which a party may claim a right to occupy, possess or make use of all or any portion of any Residence. During the term of any lease, Owner shall not be relieved of any obligations under the terms of the Governing Documents, and Owner shall be liable for the actions of their tenants which may be in violation of the terms and conditions of the Governing Documents, any rules and regulations promulgated by the Board and any other documents set forth above, notwithstanding the fact that the tenants are also fully liable for any violation of the Governing Documents, any rules and regulations and any other documents set forth above. In the event a tenant, occupant, or

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person living with the tenant violates the Governing Documents, the rules and regulations promulgated by the Board or any other documents set forth above, the Association shall have the power to bring an action or suit against the tenant or occupant and the Owner, or any combination of the foregoing, to recover sums due for damages or injunctive relief or for any other remedy available at law or in equity. The Association and the individual members, officers, directors, employees or agents of the Association shall not, jointly or severally, be individually or personally liable or accountable in damages or otherwise to any Owner or other person or party affected by this Declaration, or to anyone submitting leases for any required consent or approval hereunder, by reason or on account of any decision, approval or disapproval required to be made, given or obtained pursuant to this Declaration, or for any mistake in judgment, negligence or nonfeasance related to or in connection with any such decision, approval or disapproval.

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