

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

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on June 8, 2021 and reconvened on August 3, 2021, by the approval 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., of the Public Records of Pinellas County, Florida be, and the same is hereby amended as follows:

The Declaration is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Proposed 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 9<sup>th</sup> day of August, 2021.

AQUA SOLIS HOMEOWNERS  
ASSOCIATION, INC.

(Corporate Seal)

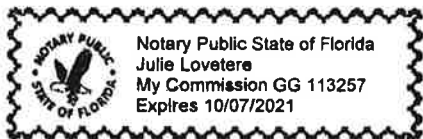
By: [Signature]  
Eric Gelman, as President  
Printed Name

ATTEST:

[Signature]  
Kristine Boyle, as Secretary  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9<sup>th</sup> day of August, 2021, by Eric Gelman, as President and Kristine Boyle, as Secretary, of Aqua Solis Homeowners Association, Inc. and are personally known to me or have produced \_\_\_\_\_ as identification.



[Signature]  
NOTARY PUBLIC

**Proposed Amendments to  
Declaration of Covenants and Restrictions for Aqua Solis**

(Additions to the existing text are shown by underlining  
and deletions to the existing text are shown by ~~strikeout~~)

**ARTICLE 10  
USE RESTRICTIONS**

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon each Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns. ~~Notwithstanding anything to the contrary herein, Developer shall be exempt from application of the terms and provisions of this Article so long as it owns any portion of the Property, which exemption provisions may not be amended without the prior written consent of the Developer for so long as Developer owns any Lot in the Community.~~ The provisions and restrictions of this Article are illustrative only and shall in no event be deemed to be a comprehensive list of items subject to approval hereunder. The Association, acting through its Board, shall have the authority to make and enforce reasonable Rules and Regulations which provide standards governing the use of the Property, in addition to those contained herein.

10.11 **Casualty Destruction to Improvements or Residences.** In the event an improvement or Residence is damaged or destroyed by casualty, hazard, or other loss, then, within a reasonable period of time after such incidents determined by the Board, the Owner thereof should either commence to rebuild or repair the damaged improvement or Residence and diligently continue such rebuilding or repair activities to completion within not more than (12) months time from the date of such damage or destruction by casualty, hazard or other loss ~~or clear the damaged improvement and grass over and landscape such Lot.~~ A destroyed improvement or Residence shall only be replaced with an improvement or Residence of a similar size, type, construction, and elevation as that destroyed unless the prior written consent of the Board is obtained.

11.2 **Requirement to Reconstruct.** ~~If the residence is totally destroyed, the Owner may decide not to rebuild and/or to reconstruct, in which case the Owner shall clear the Lot of all debris and return the Lot to substantially the natural state in which it existed prior to the~~

~~beginning of construction of the original Residence, and thereafter such Owner shall continue to maintain the Lot in a neat and attractive condition with the terms, conditions, and provisions of this Declaration:~~

## Article 12

### SHORT TERM RENTALS AND LEASING RESTRICTIONS

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. No lease of a Residence shall be for a term of less than ~~seven~~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. 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 ~~(including Developers)~~ intending to ~~rent or 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 ~~Lot.~~ 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, and any rules and regulations and any other documents set forth above. In the event a tenant, occupant, or person living with the tenant violates the Governing Documents, ~~or 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. ~~Developer,~~ The Association and the individual members, officers, directors, employees or agents of the Association ~~any of them,~~ 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.

~~12.3 Amendment. This Article shall not be amended without the written consent of the Developer, unless Developer no longer owns land which is subject to this Declaration or subject to annexation to the Declaration.~~ Additional Limitations or Restrictions on Leases or Rentals. Leasing of Residences is also subject to the following provisions.

12.3.1 Maximum Number of Leases for Residences. No more than seven (7) Residences can be leased at any time and the leasing of any Residence is prohibited if the lease or proposed lease for such Residence would result in the total number of leased Residences exceeding seven (7) at any time. The foregoing limitation does not apply to the Association or to any Residences under the Association's receivership or owned by the Association and any Residences under the Association's receivership or owned by the Association shall not be counted in the foregoing limitation. The Association may grant exceptions to the seven (7) leased Residences limitation on a case by case basis upon showing a good cause by an Owner and the submission of such information and documentation as the Association may reasonably require to verify the Owner's circumstances that sport the need for an exception for good cause. To effectuate the intent of this provision and ensure that it is enforced in a reasonable manner that is equitable to all Owners, the Association may:

- (i) implement and utilize a waiting list in relation to the seven (7) leased Residences limitation;
- (ii) require Owners to notify the Association in writing within a reasonable time after deciding the wish to lease their Residences in order to establish priority on the waiting list;
- (iii) require Owners to have received written confirmation from the Association that their residence may be leased without violating the seven (7) leased Residences limitation before being able to enter into such lease; and
- (iv) adopt, implement and utilize reasonable, related policies, procedures and requirements.

The Association may deny the addition of any Owner to a waiting list maintained by the Association when such Owner is more than ninety (90) days delinquent with respect to any assessment, fee, fine, or other monetary obligation due to the Association or when there is an outstanding violation of any provision of the Governing Documents that has not been addressed after written notice of the outstanding violation was provided to the Association to such Owner.

12.3.2 Restrictions on Leasing After Change in Ownership. No Residence may be leased during the first twelve (12) months following any change in the record title ownership of such Residence. In the event the record title ownership of any Residence changes during any period of time when an existing lease for the Residence is in place and the lease will continue beyond the time after the change in record title ownership of the Residence, such lease may not be extended, renewed, or otherwise continued beyond the time when its term would otherwise end and the twelve (12) month period of time during which the Residence may not be leased following any change in the record title ownership of the Residence shall commence on the date following the date when the term of such existing lease for the Residence ends or is terminated. No Owner may seek to, or effectuate or execute any documentation that would serve to, lease their Residence or extend or renew any existing lease for their Residence during any period of time when they have entered into any contract or other documentation to convey title to their Residence to any other party. The Association may choose to provide written notification to an Owner that a notice received by the Association from the Owner regarding the Owner's intent to lease their Residence shall be deemed withdrawn by the Association with no action required to be taken by the Association in response when the Association discovers that such Owner has not yet received confirmation from the Association that they may lease their Residence but entered into or effectuated any contract or other documentation that would serve to convert title to their Residence to any other party.

12.4. Notice. Any Owner intending to lease their Residence or renew or extend an existing lease for their Residence shall be required to provide written notice of their intent to do so to the Association and deliver such notice to the Association not less than twenty-one (21) days prior to the start of the term of the proposed, renewed or extended lease for the Residence. Such notice shall contain any and all reasonable information as may be required by the Association, from time to time, to permit the Association to confirm that such lease for the Residence will not violate any provisions of this Declaration including, without limitation, the term of the lease for the Residence, the names of all proposed occupants under the lease for the Residence, and the make and model of any vehicles owned, leased or otherwise used by such proposed occupants under the lease for the Residence that would be parked or otherwise stored at the Residence during the term of the lease. The Association shall be required to respond to any notice received from an Owner regarding their intent to lease their Residence as required by this

section 12.4 and respond in writing within not more than seven (7) days to indicate whether or not such lease of the Owners Residence will exceed the maximum number of seven (7) or otherwise cause the Owner or their Residence to be in violation of any provisions of this Declaration or any other Governing Documents; provided however, the Association shall not be required to respond to any notice received from the Owner regarding their intent to lease their Residence as required by this section 12.4 when such notice does not provide all reasonable information as may be required, from time to time, by the Association. No owner shall be permitted be enter into any lease for their Residence or renew or extend an existing lease for their Residence until they have notified the Association in writing of their intent to do so and received written confirmation from the Association in response that the proposed renewed or extended lease for their Residence will not cause the total number of Residences being leased to exceed seven (7). New leases, lease renewals or lease extensions delivered to the Association, through its board of directors, for approval shall be registered with the time and date of receipt by the Association's managing agent (or if there is no managing agent, its other designee), and the board of directors of the Association shall make a determination when the seven (7) leased Residences limit has been reached. Requests for the extension or renewal of an existing lease shall not be made any sooner than sixty (60) days before the expiration of the lease term. Requests for approval of a lease which are received after the seven (7) leased Residences limitation is reached will be placed on a waiting list and administered by the board of directors of the Association in a manner the board of directors of the Association so designates via a resolution adopted by the board of directors of the Association.

12.5. Effective Date The amended restrictions set forth in this Article 12 shall take effect upon this provision being recorded in the Public Records of Pinellas County, Florida, and shall apply to all leases for Residences entered into subsequent to the effective date of such amended restrictions set forth in this Article 12. The amended restrictions set forth in this Article 12 shall not apply to any leases for Residences in place as of the effective date of the amended restrictions set forth in the Article 12 when the Owner Of such Residence notifies the Association in writing of the existence of any lease in place for their Residence within not more than thirty (30) days after the effective date of the amended restrictions set forth in this Article 12. Any lease in force as of the effective date of the amended restrictions set forth in this Article 12 shall continue in force until the expiration of its term and all Owners with any leases in force as of the effective date of the amended restrictions set forth in this Article 12 shall provide a copy of the same to the Association within thirty (30) days' time of the effective date of the amended restrictions set forth in this Article 12.

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