

**PROPOSED AMENDMENTS TO  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR AQUA SOLIS**

(Additions to the existing text are shown by double-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 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 a comprehensive list of items subject to approval hereunder. The Association, acting through its Board, shall have the authority to make and to enforce reasonable Rules and Regulations which provide standards governing the use of the Property, in addition to those contained herein.

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10.11 Casualty Destruction to Improvements. 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 incidentals determined by the Board, the Owner thereof shall ~~either~~ commence to rebuild or repair the damaged improvement or Residence and diligently continue such rebuilding or repairing activities to completion within not more than twelve (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.

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**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 ~~seventwelve (712)~~ 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 Developer~~) 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 obligation due to the Association until all assessments, fees, fines, 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.

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12.3. ~~Amendment.~~ ~~This Article shall not be amended without the written consent of Developer, unless Developer no longer owns any 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 six (6) 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 six (6) 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 six (6) leased Residences limitation on a case by case basis upon a showing of 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 support 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 six (6) leased Residences limitation;
- (ii) require Owners to notify the Association in writing within a reasonable time after deciding they 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 six (6) 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 an Owner to any 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 by 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 convey title to their Residence to any other party.

12.3.3 Maximum Period for Leasing of Residences. No Residence may be leased for a total of more than twenty-four (24) consecutive months during the period when the

record title ownership of such Residence is completely unchanged. The foregoing restriction with respect to the leasing of a Residence shall apply to the immediate subsequent Owner of such Residence in the event the record title ownership of such Residence is changed after such Residence was leased during the period of ownership by the immediate prior Owner and any party which was the immediate prior Owner of such Residence or was considered to have an equitable claim with respect to, or ownership interest in, the party or parties that were the immediate prior Owner of such Residence and the same party otherwise retains any ownership interest in such Residence or is otherwise considered to have an equitable claim with respect to, or ownership interest in, the party or parties that are the immediate subsequent Owner of such Residence. The foregoing restriction is intended to limit the total amount of time that a Residence may be leased during any period in which the Owner of such Residence is completely unchanged.

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 Owner's Residence will exceed the maximum number of six (6) 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 an 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 to enter into any lease for their Residence or renew or extend any 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 six (6). 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 six (6) 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 six (6) 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 this 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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**PROPOSED AMENDMENTS TO BYLAWS OF  
AQUA SOLIS HOMEOWNERS ASSOCIATION, INC.**

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

**ARTICLE III  
Meeting of Members**

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Section 5. **Quorum.** Members present in person or represented by proxy, entitled to cast at least ~~1/3~~twenty percent (20%) of the votes of the membership of the Association, shall constitute a quorum.

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**ARTICLE IV  
Directors**

Section 1. **Board of Directors.** Until Turnover, the affairs of the Association shall be managed by a Board of 3 directors. A director must be a Member, ~~except that the directors elected or appointed by the Class B Members need not be Members and may be the officers and/or employees of Developer.~~ Subsequent to Turnover, the Board shall be comprised of not less than 3 directors and not more than 7 directors, such number to be determined by the Board from time to time. There shall be at all times a minimum of 3 directors. At all times, the total number of director positions shall be odd in number.

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Section 4. **Composition of the Board; Eligibility.**

a. In accordance with the Articles of Incorporation, the Board appointed and named in said Articles of Incorporation (and their successors ~~until Turnover~~~~appointed by Developer~~) shall serve at least until Class A Members are entitled to elect one or more of the directors.

b. Upon Turnover, a simple majority of directors shall be elected for a term office to end at the second subsequent annual meeting of the Members of the Association, and the remaining directors shall be elected for a term of office to end at the subsequent annual meeting of the Members. Following the initial election ~~at or in connection with Turnover~~~~of non-Developer Members~~, subsequent elections to the Board shall be for a 2 year term of office, unless otherwise provided herein. All officers of a corporation or other entity owning a Lot shall be deemed to be Members of the Association so as to qualify each to become a director hereof. It is the intent of these Bylaws to provide for staggered terms for the directors of the Association, with a bare majority of the total number of directors serving a term of 2 years, all other directors serving a term of 1 year, and with the staggered terms becoming effective at the first election at which all current director positions are open for election following the effective date of this provision. The Board is empowered to make any decisions to effectuate the intent of these Bylaws to provide for staggered terms for the directors of the Association with respect to the conduct of, or procedures for, any elections for the directors of the Association so long as any such decisions are not otherwise inconsistent with any provisions of the Governing Documents or applicable law. At any election in which there are director positions up for election which reflect a 2 year term and director positions up for election which reflect a 1 year term, the candidate(s) receiving the highest number of votes shall fill the open director position(s) up for election which reflect a 2 year term and the other candidates receiving more votes than all other remaining candidates shall fill the open director position(s) up for election which reflect a 1 year term. In the event there is a tie in the number of votes cast for two or more candidates that would be filling the final open director position up for election for either a 2 year term or a 1 year term, the tie shall be broken by the flip of a coin among such candidates with the coin to be flipped by a party other than any current directors or candidates. If the coin flip process is used to resolve a tie vote as to which candidate will fill the final open director position up for election for a 2 year term, the losing candidate(s) shall be elected for a 1 year term. If the coin flip process is used to resolve a tie vote as to which candidate will fill the final open director position up for election for a 1 year term, the losing candidate(s) shall not be elected.

c. A Member who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible to be a director.

d. A Member who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible to be a director, unless such Members' civil rights have been restored for at least 5 years as of the date on which such Member seeks election to the board.

e. The validity of any action by the Board is not affected if it is later determined that a member of the Board is ineligible to be a director.