

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Sonia A. Bosinger, Esq.
ARIAS BOSINGER, PLLC
1900 Hickory St., Ste. B
Melbourne, FL 32901

_____ the space above this line is reserved for recording purposes _____

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF SOLANA LAKE**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of SOLANA LAKE CONDOMINIUM ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF CONDOMINIUM OF SOLANA LAKE, recorded in Official Records Book 4310, Page 1057, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF CONDOMINIUM OF SOLANA LAKE, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 14th day of November, 20 18 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article XIII of the Declaration, as amended, by the affirmative vote of the owners of a majority of the units whose votes were cast in person or by proxy at the Meeting. Proper notice was given for the Meeting pursuant to the By-Laws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a condominium association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 9th day of January, 20 19.

Signed, sealed and delivered
in the presence of:

SOLANA LAKE CONDOMINIUM
ASSOCIATION, INC.

Neil Suit
(Sign - Witness 1)
Neil Suit
(Print - Witness 1)

By: Arlyn DeBlauw
(Sign)
Arlyn DeBlauw
(Print)

Theodora A. Baytos
(Sign - Witness 2)
Theodora A. Baytos
(Print - Witness 2)

President, Solana Lake Condominium
Association, Inc.

Mary Van Horn
(Sign - Witness 1)
Mary Van Horn
(Print - Witness 1)

Attest: Joseph Capasso
(Sign)
Joseph Capasso
(Print)

Christine J Cox
(Sign - Witness 2)
CHRISTINE J COX
(Print - Witness 2)

Secretary, Solana Lake Condominium
Association, Inc.

STATE OF FLORIDA
COUNTY OF Brevard

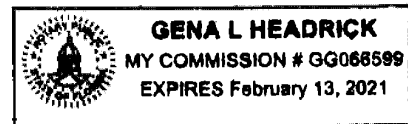
The foregoing was acknowledged before me this 9th day of January,
20 19, by Arlyn DeBlauw, as President, and Joseph Capasso,
as Secretary, of SOLANA LAKE CONDOMINIUM ASSOCIATION, INC., a Florida not for
profit corporation, on behalf of the corporation, who are personally known to me or who have
produced N/A as identification.

NOTARY PUBLIC

Gen L Headrick (Sign)

Gen L Headrick (Print)

State of Florida, At Large
My Commission Expires:



**AMENDMENT TO DECLARATION OF CONDOMINIUM OF
SOLANA LAKE**

The following amendment is made to Article X, Section B of the DECLARATION OF CONDOMINIUM OF SOLANA LAKE, recorded in Official Records Book 4310, Page 1057, *et. seq.*, of the Public Records of Brevard County, Florida (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

[...]

X.

USE RESTRICTIONS

[...]

B. ~~The unit may be rented provided the occupancy is only by one (1) lessee and members of his immediate family and guests.~~ The minimum rental period is thirty (30) days which minimum rental period shall not be amended without the approval of a majority of the unit owners in the condominium. ~~No rooms may be rented and no transient tenants may be accommodated. No lease of a unit shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as a unit owner. Time sharing of units is prohibited. Ownership of a unit on a monthly or weekly time sharing program is prohibited. Subleasing of units is prohibited.~~ Only entire Units may be rented, leased, or licensed. The lease or license of a Unit is defined as occupancy of the Unit by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods, services, points, or any other exchange of value). The terms "leasing," "licensing," and "renting" shall be used interchangeably for the purpose of this Declaration. The terms "lease" and "license" shall be used interchangeably for the purpose of this Declaration. The terms "Tenant," "Lessee," and "Licensee" shall likewise be used interchangeably in this Declaration. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-laws, and the Rules and Regulations of the Association and shall be approved by the Association. ~~There shall be no subdivision or subletting of a Unit. "Rent Sharing" or the renting of rooms is prohibited. Tenants may only occupy Units as a single-family residence.~~

No time sharing plan as the term is defined in Chapter 721, Florida Statute, as amended from time to time, or any similar plan of fragmented or interval ownership of a Unit shall be permitted on the Property, and no attempt to create the same by lease or otherwise shall be allowed. All short-term rentals and licenses are strictly prohibited. Owners and Tenants are prohibited from listing or advertising a Unit, whether directly or through a third-party, as being available for short-term rental, license, or other occupancy. Without limitation, this provision is intended to prohibit Unit use, listings, and arrangements similar to and including those associated with AirBnB, VRBO, and other short-term rental/license

companies, applications, and websites. Upon reasonable suspicion of a violation of these provisions, the Board of Directors may require an Owner and/or Tenant to provide a notarized sworn statement, under penalty of perjury, affirming the Unit is not, has not, and will not be used for these purposes. Said affirmation must be provided in a form acceptable to the Board, in its sole discretion. Failure to provide said affirmation within fourteen (14) days of such request by the Board shall constitute an independent violation of this Declaration and shall further establish a rebuttable presumption that the Owner and/or Tenant has violated these provisions. The burden of proving said rebuttal shall be borne by the Owner and/or Tenant by a preponderance of evidence.

[...]