

AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
EGRET TRACE CONDOMINIUM

CFN 2006058248 02-28-2006 01:38 pm  
OR Book/Page: **5609 / 8371**

**Scott Ellis**

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 2	Serv: 0.00
Trust: 1.50	Rec: 17.00	Excise: 0.00
Recd: 0.00		nt Tax: 0.00
Mtg: 0.00		

Additions indicated by underlining  
Unaffected, omitted, language indicated by . . .

16. Residential Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the value of the Units, the use of the Units in the Condominium shall be restricted as follows:

...

16.7 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases of Units shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, the Aquarina Covenants, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association or the Community Services Association. The leasing of Units shall also be subject to the prior written approval of the Association. A Unit may not be leased more than one (1) time per calendar year, provided that, the restriction limiting the lease of a Unit to one (1) time per calendar year shall begin on the first day of calendar year 2006. No lease of Units shall be approved for a term less than three (3) months. Unit Owners wishing to lease their Units shall be required to place in escrow with the Association a sum to be determined from time to time by the Association which may be used by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). All Unit Owners will be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. With respect to Unit leases, any balance remaining in the escrow account, less an administrative charge to be determined from time to time by the Association, shall be returned to the Unit Owner within sixty (60) days after the tenant and all subsequent tenants permanently move out. All lessees of Units shall also comply with and be subject to the provisions of Section 17 hereof.

...

(The remainder of the Declaration is unchanged.)

IN WITNESS WHEREOF, Egret Trace Condominium Associates  
has caused these presents to be executed in its name, and its corporate seal to be affixed  
by its proper officers duly authorized this 23rd day of February, 2006.

Egret Trace Condominium Associates

BY: Paul Levesque

President

ATTEST:

Address: 289 Aquarina Blvd.  
Melbourne Beach, FL 32951

Linda L. Hauns  
Secretary

Signed, sealed and sworn in the presence of:

Printed Name CLAUDE A. LEVESQUE  
Witness Paul Levesque

Georgia A. Kauffman  
Printed Name Georgia A. Kauffman  
Witness

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 23rd day of  
February, 2006, by Paul Levesque, and  
Linda L. Hauns, as President and Secretary, respectively of  
Egret Trace Condominium Associates, who are personally known to me, or who  
produced \_\_\_\_\_ as identification.

GEORGIA A. KAUFFMAN  
Notary Public, State of Florida  
My comm. exp. Nov. 13, 2006  
Comm. No. DD 162553

Georgia A. Kauffman  
Notary Public

Printed Name Georgia A. Kauffman  
My commission expires: 11-13-06

(Notary seal)