

This instrument prepared by:
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PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR MAJORCA PALMS ESTATES**

This Amendment is being made by the Declarant, Majorca Palms, LLC pursuant to its authority in Article XVI General Provisions, to unilaterally amend the Amended and Restated Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for Majorca Palms Estates to be recorded in the Public Records of Lee County, Florida recorded in Instrument No. 2008000090260, as amended in Instrument No. 2008000193742, as further amended in Instrument No. 2013000257036, as further amended in Instrument No. 2014000094894, as further amended in Instrument No. 2014000253309, and as further amended in Instrument 2018000218544 recorded in the Public Records of Lee County, Florida.

1. Pursuant to its authority in Article XVI General Provisions of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Majorca Palms Estates, the Declarant records the following amendment in the Public Records of Lee County, Florida:

RESOLVED: That the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Majorca Palms Estates shall be amended as shown in the form attached hereto as **Exhibit "A"** and made a part hereof.

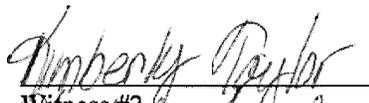
Dated this 3 day of October, 2018.



Witness #1

Lynne Pietrzyk

Printed Name

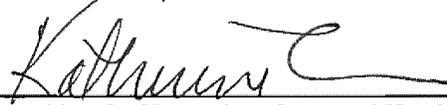


Witness #2

Kimberly Taylor

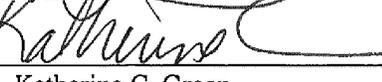
Printed Name

DECLARANT:
MAJORCA PALMS, LLC

By: 

Habitat for Humanity of Lee and Hendry
Counties, Inc., Its Manager

Habitat for Humanity of Lee and Hendry
Counties, Inc.

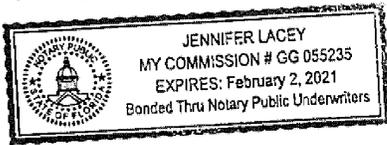
By: 

Katherine C. Green

STATE OF FLORIDA §
 §
COUNTY OF LEE §

The foregoing instrument was acknowledged before me this 3rd day of October, 2018, by Katherine C. Green, President of Habitat for Humanity of Lee and Hendry Counties, Inc., a non-profit Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and did not take an oath.

(Notary Seal)



Commission No: 66055235

Jennifer Lacey

Signature of Notary Public

Jennifer Lacey

(Print, type or stamp commissioned name of Notary Public)

EXHIBIT "A"

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR MAJORCA PALMS ESTATES**

New language appears in **bold and is underlined** and
deleted language appears in ~~strikethrough~~ format.

Amendment to Article VIII – Use Restrictions

Amendment 1:

SECTION 1: Use Restrictions. In order to maintain the Property as a desirable place to live for all Owners, the initial Use Restrictions as set forth on Exhibit "C" are made a part of this Declaration. The initial Use Restrictions may be amended, supplemented or repealed by a majority of the Board from time to time.

4. **Leasing of Residences.** ~~The leasing of any residence or any portion thereof within Majorca Palms is prohibited. This prohibition on leasing extends to each~~ **No** portion of the home to include bedrooms **may be rented for any period of time.** Registering with websites like Airbnb to rent rooms or couches to travelers or others is also strictly prohibited.

The Leasing of an entire home is permitted provided that the lease term is for a period of one year (365 days) and the tenant has been approved by the Association. Owners are required to submit an application to the Association for approval to lease their home thirty (30) days before the first date of intended occupancy by the tenant on the application form approved by the Association. The Association has fifteen (15) days from the date that it receives a fully completed application. The Association may refuse to approve a proposed tenant for any of the following reasons:

- (1) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony within the past ten (10) years involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude.**
- (2) The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants applicable to the Community. By way of example, but not limitation, an owner allowing a tenant or transferee to take possession of the premises prior to approval by the Association**

as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.

- (3) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Community as a tenant, home owner or occupant of a home.**
- (4) The person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner.**
- (5) All assessments, fines and other charges against the home have not been paid in full.**
- (6) The proposed tenant makes any material misrepresentation during the application process, which shall justify retroactive disapproval of the application upon discovery of the misrepresentation.**