

*This instrument prepared by:*  
*Christina Harris Schwinn, Esq.*  
*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, and as further amended in Instrument No. 2014000253309 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.

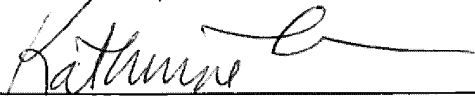
Dated this 8 day of August, 2018.



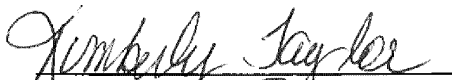
Witness #1

Miriam L. Pietrzyk  
Printed Name

**DECLARANT:**  
**MAJORCA PALMS, LLC**

By: 

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



Witness #2

Kimberly Taylor  
Printed Name

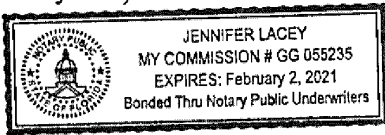
Habitat for Humanity of Lee and Hendry  
Counties, Inc.

By:   
Katherine C. Green

STATE OF FLORIDA     §  
  §  
COUNTY OF LEE       §

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August, 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)



Jennifer Lacey  
Signature of Notary Public

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

Commission No: 66055235

**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 ~~strike~~through 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 "~~B~~" "**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. "Leasing", for purposes of this paragraph, is defined as regular, exclusive occupancy of a Residence by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. No Owner may lease his/her residence for a period of less than 181 consecutive days. Notice of any lease, a copy of the lease, together with such additional information, payment of fees, or other matters as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the lease or prior to occupancy, whichever shall occur first. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the Use Restrictions.~~

**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 portion of the home to include bedrooms. Registering with websites like Airbnb to rent rooms or couches to travelers or others is also strictly prohibited.**

New Sections 5 and 6:

**5. Pets. One pet may be kept by an Owner in accordance with this Section. If the Board shall determine that any such pet is a nuisance to Owners, the pet shall be removed from the premises. A pet shall be kept leashed when outside of a unit. No dangerous or aggressive breeds shall be permitted in any residence or on a lot or anywhere within any common area property. All pets must be registered with**

the Association and unit owners shall be required to maintain all current pet licenses and to insure that their pets' vaccinations are kept current each year and to provide all of the information contained in the pet registry section below. Owners will be required to provide the Association with certification from a veterinarian certifying that their pet weighs thirty (30) pounds or less and that the pet's vaccinations are current. Dangerous or aggressive breeds include: Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios; Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes and Siberian Huskies. If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to others, the owner will be asked to permanently remove the pet. The owner's pet shall be on a leash at all times when outside of the owner's home.

6. Pet Registry/Grandfathered Pets. As of the date this Amendment is recorded, the Association recognizes that there are Owners who currently maintain more than one domestic pet in their residences and that some Owners' pet(s) are prohibited dangerous breeds or exceed the 30 pound weight limit. Each Owner who currently has one or more dangerous breed pets or whose pet(s) exceed the weight restriction will have his or her existing pet(s) grandfathered in and the respective Owner shall be allowed to keep such pet(s) provided the Owner strictly complies with all of the following:

a. The pet(s) were acquired prior to the effective date of this Amendment being recorded in the public records of Lee County, Florida.

b. The Owner can prove that the pet(s) were acquired and brought on to the property on a permanent basis prior to the effective date of this Amendment.

c. The grandfathering rights set forth herein are contingent upon the Owner or tenant registering the pet(s) with the Association within ninety (90) days from the effective date of recordation of this Amendment being recorded in the public records of Lee County, Florida, by completing the Association's pet registration form and provides all of the following information:

(1) The pet's(s') date of birth;

(2) Breed of the pet(s);

(3) Weight of the pet(s);

(4) Name of the pet(s); and

(5) A picture of the pet(s).

Once a grandfathered pet dies or is given away, an Owner may only replace the pet provided that the replacement of the pet does not exceed the one pet limit. The record title owner of the residence and lot is solely responsible for ensuring that the owner's family comply with the restrictions set forth in this section relating to any pet kept and housed in the owner's residence.

Pet Registry/New Communities. Owners are required to register their pet with the Association by providing the following information:

- (1) The pet's(s') date of birth;
- (2) Breed of the pet(s);
- (3) Weight of the pet(s);
- (4) Name of the pet(s); and
- (5) A picture of the pet(s).