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WHEN RECORDED RETURN TO:

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**CERTIFICATE OF AMENDMENT OF THE  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF  
ROYAL HAWAIIAN CLUB CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED, being the President of **ROYAL HAWAIIAN CLUB CONDOMINIUM ASSOCIATION, INC.**, a Florida non-profit corporation (the "Association"), does hereby certify that the foregoing Amendment to the Declaration of the Amended and Restated Declaration of Condominium of Royal Hawaiian Club Condominium Association, Inc. was duly approved, adopted and enacted by the affirmative vote of the proper percentage of voting interests of the Association at a members' meeting called for that purpose at which a quorum was present held on August 31, 2010. The Amended and Restated Declaration of Condominium of Royal Hawaiian Club Condominium Association, Inc. was recorded on June 30, 2006 as Instrument No. 2006000261567 in the Public Records of Lee County, Florida.

**AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM**

Language being added is underlined and language being deleted is ~~struck through~~.

**1. Amendment No. 1: Section 10, Amended and Restated Declaration of Condominium**

A new Section 10.13 is added as follows:

10.13 Suspension of Certain Rights. If an Owner is delinquent for more than ninety (90) days in paying a monetary obligation due the Association, the Association, through its Board of Directors, may suspend the right to said Owner (and the rights of any tenant, lessee, guest or invitee of said Owner) to use common elements, common facilities or any other Association Property (other than limited common elements intended to be used only by said Owner, common elements that must be used to access said Owner's Unit, utility services provided to said Owner's Unit, parking space(s) assigned to said Owner or elevators) until the monetary obligation is paid. The Association may also suspend the voting rights of an Owner due to nonpayment of any monetary obligation due to this Association which is more than 90 days delinquent. The suspension of voting rights ends upon full payment of all obligations currently due or overdue the Association. The notice and hearing requirements set forth in Section 8 of the Amended and Restated Bylaws of the Association or elsewhere in the Amended and Restated Declaration of Condominium shall not apply to the imposition of a suspension under this Section 10.13.

## 2. Amendment No. 2: Section 12.6, Amended and Restated Declaration of Condominium

Section 12.6 is amended as follows:

12.6 Pets. Owners ~~and tenants~~ may keep one (1) domestic, household dog no larger than twenty (20) pounds and one (1) domestic, household cat or in the alternative no dogs and two (2) cats in his or her Unit. Additionally, an owner Owner may also keep up to two (2) domestic, household birds, and tropical fish in reasonable numbers in his or her Unit. Exotic and exotic-hybrid pets including but not limited to snakes, wild cat and ~~dog hybrids~~ “wolf-dog hybrids” are not permitted, and under no circumstances shall a pit bull or any other dog prone to or exhibiting aggressive behavior be permitted to be kept by an Owner in a Unit, whether permanent or temporary, or permitted on any portion of the Association Property. No pets shall be kept or raised for commercial purposes in a Unit or on any portion of the Association Property. All permitted pets are also subject to the following conditions:

(A) No pets shall be permitted in the pool area, whether carried, leashed or unleashed.

(B) ~~Elsewhere on the common elements pets will be under handheld leashed or carried at all times~~ All pets must be carried or kept on a leash when outside of a Unit.

(C) ~~Messes made by pets shall be removed by owners or handlers immediately~~ A Owner shall immediately pick-up and remove any solid waste deposited by his or her pet. The Board of Directors ~~directors~~ will designate the portions of the Association Property ~~property~~ that will be used to accommodate the reasonable requirements of ~~unit owners~~ Owners who keep pets.

(D) Pets that are vicious, aggressive, noisy, or otherwise unpleasant will not be permitted in a Unit or on any portion of the Association Property ~~the condominium~~. In the event that a pet has, in the sole opinion of the Board of Directors ~~board of directors~~, become a nuisance, an unreasonable disturbance, or a threat to the health, safety and welfare of other persons, written notice will be given to the Owner ~~owner or other person~~ responsible for the pet, and the pet shall be removed from the Unit and Association Property ~~condominium property~~ within fifteen (15) days.

(E) Pets shall not be left unattended in screened porches or on balconies ~~where their noise may bother others~~.

(F) Tenants, lessees, Guests and invitees ~~Guests~~ are not permitted to have pets.

(G) The Board of Directors ~~board of directors~~ has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning exceptions. The granting of exceptions shall not be deemed to be a waiver of the right to enforce the restrictions in other cases.

(H) A Owner that keeps a pet shall indemnify the Association and hold it harmless against any loss or liability of any kind or nature whatsoever arising from having any pet in a Unit or on the Association Property.

**3. Amendment No. 3: Section 13.1, Amended and Restated Declaration of Condominium**

Section 13.1 is amended as follows:

13.1 Limitation on Maximum Number of Leased Units at Any One Time. (Note: This provision is unchanged from the original recorded on September 29, 2004 at O.R. Book 4449, Page 0182, Public Records of Lee County, Florida.) Anything to the contrary contained elsewhere notwithstanding, at no time shall the number of Units being leased in the Condominium exceed twenty-five (25) except as otherwise provided below. Limiting the maximum number of leased Units to no more than twenty-five (25) at any one time is deemed to be in the best interest of the Condominium and the Unit Owners and is considered essential to maintaining and enhancing the property values in the Condominium and reducing transiency.

All valid, approved and bona fide leases and tenants occupying Units on the day this amendment was recorded (September 29, 2004) in the Public Records of Lee County, Florida shall be honored and the tenants occupying Units pursuant to such leases will be allowed to continue to occupy the Unit in which they currently reside subject to the conditions contained herein. All such current tenants shall also be allowed to renew their current lease for the same Unit even if this results in the number of leased Units exceeding twenty-five (25) as long as the tenants are otherwise not disapproved for a good cause. However, any change in occupants under the lease shall constitute a new lease and said lease shall not be made except in accordance with these provisions. In this fashion, the number of leased Units shall be reduced by natural attrition until no more than twenty-five (25) Units are leased at any one time. The Board of Directors shall establish a waiting list for owners desiring to lease their Unit. Placement on the waiting list shall be on a first come first serve basis. When an opening occurs, the opportunity to lease a Unit shall be given to the Unit owner who's name is first on the list. A request to be placed on the waiting list shall be made in writing and delivered to the Association by certified mail. No verbal requests shall be allowed or honored. A Unit owner who leases his Unit within the parameters hereof shall be allowed to renew the lease as long as the approved occupants, the lessee and the lessor remain the same and the renewal lease is not otherwise denied for good cause. If however the occupants, the lessee or the lessor change the lease shall be considered a new request to lease and may only be made if the owner is listed on the waiting list in the first position. The Board of Directors is authorized to adopt additional procedures, rules and forms designated to implement the provisions hereof. The Board of Directors is also authorized to make limited exceptions to these restrictions in order to avoid severe undue hardship, which said exceptions may include but not limited to allowing one or more Units to be leased beyond the maximum 25 leased Unit limit. Such exceptions shall not be deemed a waiver of these restrictions and shall not vest any person granted an exception with any rights not expressly granted to said person by the Board in writing. The Board may attach conditions it deems necessary and desirable in granting an exception.

**\*\*NOTE: The following rental restrictions are binding on Owners who consented to this amendment of Section 13 and any Owner who purchased his or her Unit after the date of this amendment was recorded in the Public Records for Lee County, Florida. Anything to the contrary contained elsewhere notwithstanding, at no time shall the number of Units being leased in the Condominium exceed fifteen (15) except as otherwise provided below. Limiting**

the maximum number of leased Units to no more than fifteen (15) at any one time is deemed to be in the best interest of the Condominium and the Owners and is considered essential to maintaining and enhancing the property values in the Condominium and reducing transitory occupancy of Units.

For Owners who consented to this amendment of Section 13 and whose Unit is currently subject to a valid, approved and bona fide lease as of the day this amendment was recorded in the Public Records for Lee County, Florida, such lease shall be honored and the tenants occupying said Unit pursuant to such leases will be allowed to continue to occupy the Unit in which they currently reside subject to the conditions contained herein. All such current tenants shall also be allowed to renew their current lease for the same Unit even if this results in the number of leased Units exceeding fifteen (15) as long as the tenants are otherwise not disapproved for good cause. However, any change in occupants under the lease shall constitute a new lease and said lease shall not be made except in accordance with these provisions. In this fashion, the number of leased Units shall be reduced by natural attrition until no more than fifteen (15) Units are leased at any one time. The Board of Directors shall establish a waiting list for Owners desiring to lease their Unit. A request to be placed on the waiting list shall be made in writing and delivered to the Association by certified mail. No verbal requests shall be allowed or honored. Placement on the waiting list shall be on a first come first serve basis. When an opening occurs, the opportunity to lease a Unit shall be given to the Owner whose name is first on the list. The Owner shall have ninety (90) days from the date of notification from the Association that he or she can lease his or her Unit to secure both a tenant for his Unit and approval of such tenant from the Association; provided, however, if said Owners is unable to secure a tenant or is unable to obtain approval from the Association for said tenant within said ninety (90) days period, then said Owner shall no longer have the right to lease his Unit and his or her name shall be added to the end of the waiting list for Owners desiring to lease their Units. A Owner who leases his or her Unit within the parameters hereof shall be allowed to renew the lease as long as the approved occupants, the lessee and the lessor remain the same and the renewal lease is not otherwise denied for good cause. If however the occupants, the lessee or the lessor change the lease shall be considered a new request to lease and may only be made if the Owner is listed on the waiting list in the first position. The Board of Directors is authorized to adopt additional procedures, rules and forms designated to implement the provisions hereof. The Board of Directors is also authorized to make limited exceptions to these restrictions in order to avoid severe undue hardship, which said exceptions may include, but not limited to, allowing one or more Units to be leased beyond the maximum 15 leased Unit limit. Such exceptions shall not be deemed a waiver of these restrictions and shall not vest any person granted an exception with any rights not expressly granted to said person by the Board of Directors in writing. The Board of Directors may attach conditions it deems necessary and desirable in granting an exception.

**4. Amendment No. 4: Section 13(C)11, Amended and Restated Declaration of Condominium**

Section 13.2(C)11 is amended as follows:

11. The approval of the lease would result in more than twenty-five (25) Units being leased at the same time in violation of the prohibition contained elsewhere herein. **\*\*NOTE: The following rental restrictions are binding on Owners who consented to this amendment of**

**Section 13 and any Owner who purchased his or her Unit after the date of this amendment was recorded in the Public Records of Lee County, Florida. The approval of the lease would result in more than fifteen (15) Units being leased at the same time in violation of the prohibition contained elsewhere herein.**

(Sections 13.2(C)1-10 Remain Unchanged)

Except as specifically amended hereby, the Amended and Restated Declaration of Condominium as hereto filed and recorded shall remain in full force and effect.

IN WITNESS WHEREOF, Royal Hawaiian Club Condominium Association, Inc. has caused this Certificate of Amendment to be executed on the date first above written.

**WITNESSES:**

Sam Johnston  
Signature

**ROYAL HAWAIIAN CLUB  
CONDOMINIUM ASSOCIATION, INC.**

SAM JOHNSTON  
Printed Name of Witness

By: Phyllis Collins

[Signature]  
Signature

Print Name: Phyllis Collins

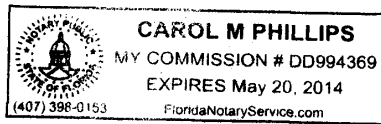
Kayla Morganstern  
Printed Name of Witness

Title: President

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of Sept., 2010, by Phyllis Collins, as President of Royal Hawaiian Club Condominium Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced (type of identification) \_\_\_\_\_ as identification

Carol M Phillips  
Notary Public



Carol M Phillips  
Printed Name

My Commission Expires: May 20, 2014