

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

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF RESTRICTIONS,
RESERVATIONS, COVENANTS AND EASEMENTS FOR
SPANISH WELLS UNIT TWO**

The Undersigned, being duly elected and acting President of **SPANISH WELLS UNIT TWO HOMEOWNER'S ASSOCIATION, INC.**, a Florida not-for-profit corporation, do hereby certify that the amendment set forth below was approved, as evidenced by a written statement or ballot manifesting the intention that such amendment be adopted. The amendment was approved and adopted by affirmative vote of not less than a majority of all voting interests at a duly noticed Membership Meeting of the Association for the purposes of amending the **AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS FOR SPANISH WELLS UNIT TWO** recorded at Instrument Number 2019000087696, as may have been subsequently amended, in the Public Records of Lee County, Florida. The original **DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS FOR SPANISH WELLS UNIT TWO** was recorded in Official Records Book 1392, Page 1801, et seq., in the Public Records of Lee County, Florida.

Now therefore, it is:

Resolved: That the **AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS FOR SPANISH WELLS UNIT TWO** be, and hereby is, amended, and that the amendments to the aforementioned document are adopted in the form attached hereto as Exhibit "A" and made a part hereof; and

Further Resolved: That the Officers and Directors are hereby instructed and authorized to cause the aforementioned document to be filed in the public record, together with a Certificate of Amendment.

Further Resolved: These amendments shall preserve the governing documents for Spanish Wells Unit Two pursuant to Section 712.05(2)(b), Florida Statutes. This Certificate of Amendment shall be indexed under the legal name of the Association, and this Certificate of Amendment serves to preserve the following covenants and restrictions from being extinguished by Florida's Marketable Record Title Act as applicable:

- i. The original Declaration of Restrictions, Reservations and Covenants for Spanish Wells Unit Two recorded in Official Records Book 1392, at Page 1801, et seq., in the Public Records of Lee County, Florida.

- ii. First Amendment to the Declaration of Restrictions, Reservations and Covenants of Spanish Wells Unit Two, recorded in Official Records Book 2221, Page 3718, et seq. of the Public Records of Lee County, Florida.
- iii. Second Amendment to the Declaration of Restrictions, Reservations and Covenants of Spanish Wells Unit Two, recorded in Official Records Book 2375, Page 1843, et seq. of the Public Records of Lee County, Florida.
- iv. Consolidated Declaration of Restrictions, Reservations and Covenants of Spanish Wells Unit Two, recorded in Official Records Book 2402, Page 1567, et seq. of the Public Records of Lee County, Florida.
- v. Restated Declaration of Restrictions, Reservations and Covenants of Spanish Wells Unit Two, recorded in Official Records Book 2816, Page 2521, et seq. of the Public Records of Lee County, Florida.
- vi. Restated Declaration of Restrictions, Reservations and Covenants of Spanish Wells Unit Two, Restated Articles of Incorporation of Spanish Wells Unit Two Homeowners Association, Inc., and Restated Bylaws of Spanish Wells Unit Two Homeowners Association, Inc., recorded in Official Records Book 2938, Page 3923, et seq. of the Public Records of Lee County, Florida.
- vii. Amendments to the Restated Declaration of Restrictions, Reservations and Covenants of Spanish Wells Unit Two, Restated Articles of Incorporation of Spanish Wells Unit Two Homeowners Association, Inc., and Architectural Planning Criteria of Spanish Wells Unit Two Homeowners Association, Inc., recorded in Official Records Book 3868, Page 1234, et seq. of the Public Records of Lee County, Florida.
- viii. Amended and Restated Declaration of Restrictions, Reservations, Covenants and Easements for Spanish Wells Unit Two, recorded at Instrument Number 2013000145379 in the Public Records of Lee County, Florida.
- ix. Amended and Restated Declaration of Restrictions, Reservations, Covenants and Easements for Spanish Wells Unit Two, recorded at Instrument Number 2019000087696 in the Public Records of Lee County, Florida.
- x. Rules for Spanish Wells Unit Two Homeowners Association, Inc., recorded at Instrument Number 2020000040521 in the Public Records of Lee County, Florida.

Dated this 26 day of February, 2026

[Signature Page to follow]

WITNESSES (2):

SPANISH WELLS UNIT TWO
HOMEOWNER'S ASSOCIATION, INC.

Sign: [Signature]
Print: Marilyn Ramirez
Address: 353 Spindales Dr.
Lehigh Acres, FL 33974

Sign: [Signature]
Print: Joan E. Holmes
Title: President

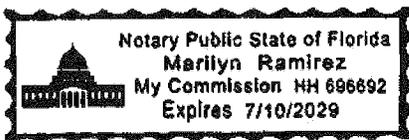
Sign: [Signature]
Print: Carol Rendon
Address: 9821 Treasure Cay Ln
Bonita Springs FL 34135

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me by means of (check one) physical presence OR online notarization, this 26 day of February, 2026, by Joan Holmes, as President of Spanish Wells Unit Two Homeowner's Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who: is personally known to me OR produced _____ as identification.

(Notary Seal)

Notary Public



Sign: [Signature]
Print: Marilyn Ramirez

**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF RESTRICTIONS,
RESERVATIONS, COVENANTS AND EASEMENTS
FOR
SPANISH WELLS UNIT TWO**

The Amended and Restated Declaration of Restrictions, Reservations, Covenants and Easements for Spanish Wells Unit Two, originally recorded as Instrument Number 2019000087696 in the Public Records of Lee County, Florida, shall be amended as follows:

Note: Language to be added is underlined. Language to be deleted is ~~struck through~~.

* * * * *

ARTICLE 8 – OCCUPANCY IN THE ABSENCE OF THE OWNER; LEASING

Sections 8.1 through 8.2(A), and 8.2(C) through 8.4(C) remain unchanged. Section 8.2(B) shall be amended as follows:

(B) The minimum lease term shall be thirty (30) continuous days. No new lease may begin until at least thirty (30) days have elapsed since the first day of the last lease. No more than three (3) separate leases shall be permitted within any calendar year for the same unit. No lease may be for a period of more than one (1) year, and no automatic option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board of Directors may, in its discretion, approve the same lease from year to year.