

THIS INSTRUMENT WAS PREPARED BY,
AND AFTER RECORDING RETURN TO:

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CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
VANDERBILT YACHT & RACQUET CLUB CONDOMINIUM, SECTION I**

I, the undersigned President of Vanderbilt Yacht & Racquet Club Condominium Association, Inc., hereby certify that on February 21, 2015, at a duly-called and properly-noticed meeting of the Association members at which a quorum was present, the following amendment to the Amended and Restated Declaration of Condominium for Vanderbilt Yacht & Racquet Club Condominium, Section I was approved by the required percentage of voting interests of the Association.

See Exhibit A attached hereto for amendment.

Dated this 6th day of March, 2015.

Witnesses:

**VANDERBILT YACHT & RACQUET CLUB
CONDOMINIUM ASSOCIATION, INC.**

Virginia B. Orth
By: Virginia B. Orth

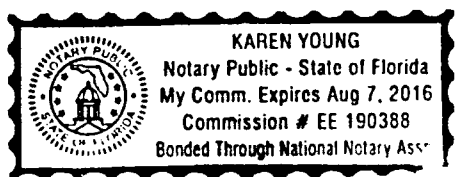
Dennis Kelly
By: Dennis Kelly
Association President

Pamela T. Kelly
By: Pamela T. Kelly

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF COLLIER

Subscribed before me this 6th day of March, 2015, by Dennis Kelly, Association President, who is personally known to me.



Karen Young
NOTARY PUBLIC

KAREN YOUNG
Printed Name of Notary Public

My Commission Expires:

**AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
VANDERBILT YACHT & RACQUET CLUB CONDOMINIUM, SECTION I**

Additions are underlined.

Deletions are ~~stricken through~~.

Proposed Amendment No. 1 to Article 13.2 of the Amended and Restated Declaration of Condominium

13. LEASING OF UNITS: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their owners shall be restricted as provided in this section. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.

(Section 13.1 Remains Unchanged)

13.2 Term of Lease and Frequency of Leasing. ~~The following shall apply to owners who acquired title to their units on or before December 31, 2014: No unit may be leased for less than four (4) consecutive weeks. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, if the Board may, in its discretion, approve the same lease form year to year. No subleasing or assignment of lease rights by the lessee is allowed. The following shall apply to owners who acquired title to their units after January 1, 2015: No unit may be leased for less than sixty (60) consecutive days. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, if the Board may, in its discretion, approve the same lease form year to year. No subleasing or assignment of lease rights by the lessee is allowed. A unit shall be occupied by the tenant during the term of any lease for no less than thirty (30) days.~~

(Remainder of Article 13 Remains Unchanged)