

WHEN RECORDED RETURN TO:

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**CERTIFICATE OF AMENDMENT OF THE
DECLARATION OF CONDOMINIUM FOR
GRANDE PHOENICIAN AT THE GRANDE PRESERVE, A CONDOMINIUM**

THE UNDERSIGNED, being the President of **GRANDE PHOENICIAN AT THE GRANDE PRESERVE CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"), does hereby certify that the below Amendment of the Declaration of Condominium for **GRANDE PHOENICIAN AT THE GRANDE PRESERVE, a Condominium**, 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 June 1, 2013. The Declaration of Condominium for **GRANDE PHOENICIAN AT THE GRANDE PRESERVE, a Condominium**, was recorded on August 17, 2006 in Official Records Book 4091, Page 0687, of the Public Records of Collier County, Florida.

**AMENDMENT TO
DECLARATION OF CONDOMINIUM**

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

1. Section 13.2 of the Declaration of Condominium is amended as follows:

***NOTE:** The rental restrictions set forth in this amendment to Section 13.2 are binding on Owners who consented to this Amendment to Section 13.2 and any Owner who purchases his or her Unit after the date this Amendment to Section 13.2 is recorded in the Public Records for Collier County, Florida.

13. LEASING OF UNITS. The leasing of units by Owners shall be restricted as provided in this section. The ability of a Unit Owner to lease his or her unit to others is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the Owner. All leases of units must be in writing. A Unit Owner may lease only his or her entire residential unit together with any parking space or guest cottage appurtenant thereto, and then only in accordance with this section. Owners may not lease parking spaces or guest cottages separately from any residential unit which they own. The lessee must be a natural person.

13.2 Term of Lease and Frequency of Leasing. No unit may be leased more often than four ~~(4) twelve (12)~~ times in any calendar year, and a unit may only be leased once during each ninety (90) day period. The minimum lease term is thirty (30) days. The first day of occupancy under the lease shall determine in which calendar year the lease occurs and the starting date for each ninety (90) day period referenced above. No lease may be for a period of more than one (1) year, and no option for the lease to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lessee from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

[Sections 13.1 and 13.3 – 13.10 remain unchanged]

[intentionally left blank]

IN WITNESS WHEREOF, the President of Grande Phoenician at the Grande Preserve Condominium Association, Inc. has caused this Certificate of Amendment to be executed.

WITNESSES:

Alex Harris
Signature

Alex Harris
Printed Name of Witness

Sandra A. Chylinski
Signature

Sandra A. Chylinski
Printed Name of Witness

**GRANDE PHOENICIAN AT THE
GRANDE PRESERVE CONDOMINIUM
ASSOCIATION, INC.**

By: *[Signature]*
Gary Frey

Title: President

Date: 6/12/13

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 12 day of June, 2013, by GARY FREY, as President of Grande Phoenician at the Grande Preserve Condominium Association, Inc., a Florida non-profit corporation, on behalf of said corporation, who is () personally known to me or who has () produced _____ as identification.

Connie Long
Notary Public

CONNIE LONG
Printed Name

My Commission Expires: AUG. 6, 2014

