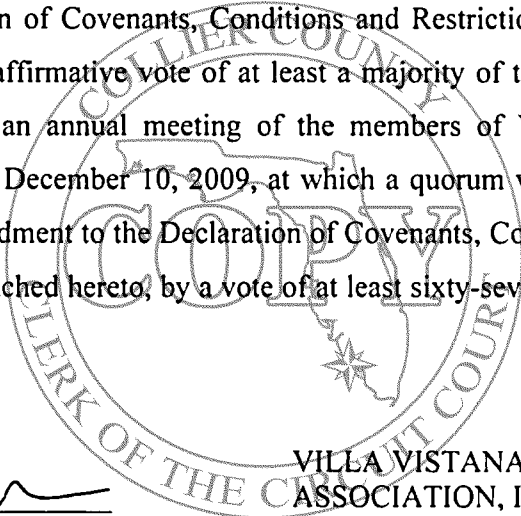


After Recordation, Return to:  
Robert W. McClure, P.A.  
3461 Bonita Bay Blvd., Suite 101  
Bonita Springs, Florida 34134  
Telephone: 239/948-9740  
Facsimile: 239/948-1224

**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED, being the President of Villa Vistana Homeowners' Association, Inc., a Florida corporation not for profit, hereby certifies that a meeting of the Board of Directors held on December 10, 2009, where a quorum was present, after due notice, wherein it approved the Amendment to the Declaration of Covenants, Conditions and Restrictions for Villa Vistana, in the forms attached hereto, by an affirmative vote of at least a majority of the entire membership of the Board of Directors and that an annual meeting of the members of Villa Vistana Homeowners' Association, Inc. was held on December 10, 2009, at which a quorum was present after due notice, wherein it approved the Amendment to the Declaration of Covenants, Conditions and Restrictions for Villa Vistana, in the forms attached hereto, by a vote of at least sixty-seven percent (67%) of the total votes of the Association.



WITNESSES:

*Dr. Robert J. Mazzarisi*  
Signature  
DR. ROBERT J. MAZZARISI  
Print Name

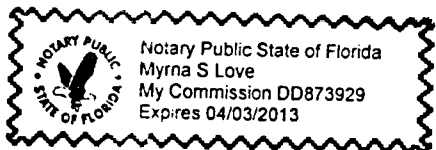
*Jacqueline Siersema*  
Signature  
JACQUELINE SIERSEMA  
Print Name

VILLA VISTANA HOMEOWNERS'  
ASSOCIATION, INC.  
a Florida not-for-profit corporation

By: *Merle Howard*  
Print Name: MERLE R. HOWARD  
Title: President, Villa Vistana  
Date: December 15, 2009

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledge before me this 15<sup>th</sup> day of December, 2009 by Merle Howard, President of Villa Vistana Homeowners' Association, Inc., on behalf of the Corporation who is  personally known to me or ( ) has produced \_\_\_\_\_ as identification.



*Myrna S. Love*  
Signature of Notary Public  
Commission Expires: 4-3-13

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
VILLA VISTANA**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLA VISTANA ("Amendment") is made by Villa Vistana Homeowners' Association, Inc., a Florida corporation not-for-profit ("Association").

WHEREAS, Vineyards Development Corporation, as developer of Villas of Vistana, a residential community, executed a certain Declaration of Covenants, Conditions and Restrictions, dated October 20, 1998, and recorded October 26, 1998 in Official Record Book 2473, Page 3123 of the Public Records of Lee County, Florida, as amended ("Declaration"); and

WHEREAS, the Association, as successor-in-interest to the developer, wishes to further amend the Declaration in accordance to the terms and conditions set forth below and pursuant to Section 12.02 thereof.

NOW, THEREFORE, the Association hereby amends the Declaration as follows [all deletions to the existing text are ~~overstricken~~ and all additions to the existing text are in *italics and bold*]:

1. Section 10.14 entitled Leasing is revised to read:

Leasing. The Owner of a Unit shall have the right to lease such Unit subject to the following conditions and the terms of the Villa Vistana rules and regulations:

(a) All leases shall be in writing and no more than one (1) lease shall be permitted in a fiscal year;

*(b) All leases shall be approved in advance by the Association in accordance with its Rules and Regulations;*

(b) The lease shall be specifically subject to the Villa Vistana Documents and any failure of the tenant to comply with the Villa Vistana Documents shall be a default under the lease;

(c) The Owners shall be liable for any violation of the Villas Vistana Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant; and

*(d) As a precondition to the approval of any lease, the Owner/landlord and tenant must execute an assignment of rents in favor of the Association, in form approved by the Association, to be exercised in the event the Owner/landlord shall become delinquent in the payment of his or her assessments.*

2. All other terms and conditions of the Declaration not previously amended or amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, has hereto set his hand and seal this 10 day of December, 2009.

VILLA VISTANA HOMEOWNERS'  
ASSOCIATION, INC.,  
a Florida not-for-profit corporation

By: *Michael Howard*  
Title: *President, Villa Vistana*

CERTIFICATE OF AMENDMENT  
OF  
VILLA VISTANA HOMEOWNERS' ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members of Villa Vistana Homeowners' Association, Inc., on April 22, 2014 held at the Villa Vistana Pool, Naples, FL 34119 at 10:00 a.m., by a vote of not less than that required under the Declaration of Covenants, Conditions and Restrictions for Villa Vistana Homeowners' Association, Inc., as originally recorded in the Public Records of Collier County, Florida at O.R. Book 2473, Page 3123, et. seq., were amended as follows:

1. The Declaration of Covenants, Conditions and Restrictions for Villa Vistana Homeowners Association, Inc., is hereby amended in accordance with the Exhibit A attached hereto and incorporated herein.

IN WITNESS WHEREOF, Villa Vistana Homeowners' Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 11<sup>th</sup> day of MARCH, 2015.

VILLA VISTANA HOMEOWNERS'  
ASSOCIATION, INC.  
a Florida not-for-profit corporation

By: Nathaniel S. Wagner  
As its President

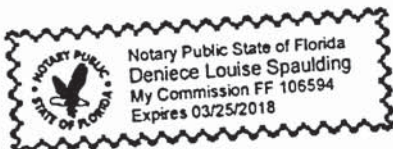
Witness #1: Richard Nemerson  
(print name)

Cynthia C. Scalzi  
Secretary attest

Kerry Black  
Witness #2: Kerry Black  
(print name)

COUNTY OF Collier  
STATE OF Florida

The foregoing instrument was acknowledged before me this 11 day of March, 2015 by Nathaniel S. Wagner President of Villa Vistana Homeowners' Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who did not take an oath.



Deniece Louise Spaulding  
Notary Public Deniece Louise Spaulding



EXHIBIT A

(additions are shown by underlining and deletions are shown by ~~strike through~~)

ARTICLE IX  
ASSESSMENTS

\*\*\*

9.08 Establishment of Lien. Failure to pay any and all Assessments when due, together with interest at a rate not to exceed the lesser of (a) the highest rate allowed by applicable usury law, or (b) eighteen (18%) per annum, as computed from the date the delinquency first occurs, and such late charges and fines as may be established by the Board of Directors and costs and reasonable attorneys' fees, shall be a charge on the Unit and shall be continuing lien upon the Unit against which such Assessment is made. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except the liability of a first position Institutional Mortgagee or its successor or assignees as a subsequent holder of the first mortgage who obtains title to a Unit pursuant to the remedies provided in the Mortgage or by deed in lieu of foreclosure shall be liable for unpaid Assessments which accrued prior to such acquisition of title. shall be limited to the lesser of the unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title for which payment in full have not been received by the Association, or one percent of the original mortgage debt.

Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value with an Institutional Mortgage, subject to the foregoing liability of a first position Institutional Mortgagee as detailed in the preceeding paragraph. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure. The Villa Vistana Homeowners' Association, acting on behalf of its Members, shall have the power to bid for the Unit, as applicable, at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Unit is owned by the Villa Vistana Homeowners' Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual Assessment, it equal pro rata share of the Assessments that would have been charged such Unit had it not been acquired by the Villa Vistana Homeowners' Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.