

WHEN RECORDED RETURN TO:

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**CERTIFICATE OF AMENDMENT OF THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CELEBRATION CAPE COMMUNITY ASSOCIATION, INC.**

THE UNDERSIGNED, being the President of CELEBRATION CAPE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), does hereby certify that the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions for Celebration Cape Community Association, Inc. was duly approved, adopted and enacted by the affirmative vote of the proper percentage of voting interests of the Association at a special members meeting called for that purpose at which a quorum was present held on May 14, 2015. **The original Declaration of Covenants, Conditions and Restrictions for Celebration Cape Community Association, Inc. was recorded on March 4, 2010 as Instrument No. 2010000056195, as amended and restated by an Amendment recorded on July 26, 2013 as Instrument No. 2013000173809, all of the Public Records of Lee County, Florida (the "Declaration").**

**AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

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

1. Amendment No. 1: A new Article VII, Section 2, is being added to the Declaration as follows:

Section 2. Resale Capital Assessment. A Resale Capital Assessment shall be due and payable to the Association upon the conveyance of a Lot, other than the first conveyance of a Lot by a Builder or Declarant to a purchaser. The amount of the Resale Capital Assessment shall be \$750.00. The funds derived from the Resale Capital Assessment shall be used to maintain, repair, replace, improve or enhance the Common Areas of the Association, or for the unexpected and unbudgeted costs to maintain, repair, replace, improve or enhance the Common Areas which exceed amounts budgeted or reserved. The amount shall be due at closing of the conveyance, and the transferee (buyer) shall be solely liable for payment of the Resale Capital Assessment at closing. The transferee's (buyer's) right to use the Common Areas of the Association will be suspended until such amount is fully paid. For purposes of this Section, the term "conveyance" shall mean the transfer of ownership (including beneficial ownership) to a Lot by deed, contract or agreement for deed or other authorized means of conveyance, with or without valuable

consideration. The following conveyances are exempt from this Resale Capital Assessment: (a) conveyance of title to a Lot to a lien/mortgage holder resulting from the foreclosure of a mortgage lien or a deed in lieu of foreclosure; (b) conveyance of a Lot to surviving spouse, heir(s) or devisee(s) resulting from the death of an Owner(s); (c) conveyance of title to a Lot to an Owner's spouse or to a trust, corporation, partnership or other entity without changing occupancy of the Home when done for estate planning or tax reasons (and not for the purpose of use of the Lot for several individuals or families); (d) conveyance of title to a Lot resulting from a court order relative to a marriage dissolution; (e) conveyance between or among co-owners of the same Lot; (f) conveyance of the Lot to the Association pursuant to a foreclosure sale or deed in lieu of foreclosure; and (g) any other exemption as determined by resolution of the Board of Directors from time to time. However, any subsequent conveyance by any foreclosure mortgagee or lien holder, devisee or beneficiary, spouse or the like shall not be exempt from payment of the Resale Capital Assessment. In addition, each Owner is entitled to a one-time exemption from payment of the Resale Capital Assessment if said Owner sells his/her Lot and simultaneously purchases a new Lot in the Community; *provided, however*, that such one-time exemption applies only to said Owner, as the transferee of the newly purchased Lot. The Resale Capital Assessment shall be considered an assessment subject to a lien, and can be collected as such in accordance with Article VI hereof. The Resale Capital Assessment shall be paid directly to the Association and shall be accompanied by a copy of the deed, contract or agreement for deed or other authorized means of conveyance of the subject Lot.

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

2. Amendment No. 2: A new Article XVI, Section 17, is added as follows:

Section 17. Applicable Statutes and Laws. The validity, application, and construction of this Declaration and its exhibits and the other governing documents (i.e., Articles and By-Laws) shall be governed by the Chapter 720, Florida Statutes, as amended from time to time after the date this Declaration was first recorded in the Public Records of Lee County, Florida, and applicable laws of the State of Florida.

Except as specifically amended hereby, the Declaration shall remain in full force and effect.

[signature page to follow]

IN WITNESS WHEREOF, the President of Celebration Cape Community Association, Inc. has caused this Certificate of Amendment to be executed as of the date set forth below.

WITNESSES:

[Signature]
Signature

Mark Rudland
Printed Name of Witness

Cynthia Weber
Signature

CYNTHIA Weber
Printed Name of Witness

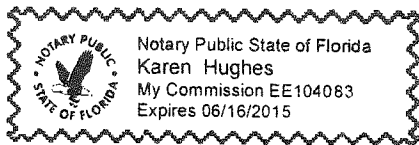
CELEBRATION CAPE COMMUNITY ASSOCIATION, INC.

By: [Signature]
Larry Wright, President

Date: 5/20/15

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 20 day of May, 2015, by LARRY WRIGHT, as President of Celebration Cape Community Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who is personally known to me or who has produced _____ as identification.



[Signature]
Notary Public
Karen Hughes
Printed Name

My Commission Expires: 6/16/2015