

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

**CERTIFICATE OF AMENDMENT
TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
ROYAL-TEE HOMEOWNERS ASSOCIATION., INC.**

THE UNDERSIGNED, being the President and Secretary of **ROYAL-TEE HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit, do hereby certify that the amendment set forth below was approved by the Association's members, as evidenced by a written statement or ballot manifesting the intention that such amendment be adopted. The amendment was approved and adopted by the votes indicated for the purposes of amending the Amended and Restated Declaration of Covenants, Conditions and Restrictions Royal-Tee Homeowners Association, Inc., which is recorded as Instrument Number 2015000052751 in the Public Records of Lee County, Florida, and as may have been subsequently amended. The following amendment was approved by the affirmative vote of at least eighty percent (80%) of the members who were present and voting in person or by proxy at a duly called meeting of the Association's members.

NOW THEREFORE, IT IS

RESOLVED: That the Amended and Restated Declaration of Covenants, Conditions and Restrictions Royal-Tee Homeowners Association, Inc. be, and hereby is, amended, and the amendment is adopted in the form attached hereto as **Exhibit "A"** and made a part hereof; and

FURTHER RESOLVED: That the Association's officers are hereby instructed and authorized to cause the aforementioned document to be filed of public record, together with this Certificate of Amendment.

Dated this 20th day of October, 2023.

Exhibit "A"

**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
ROYAL-TEE HOMEOWNERS ASSOCIATION, INC.**

The Amended and Restated Declaration of Covenants, Conditions and Restrictions Royal-Tee Homeowners Association, Inc. ("Declaration") shall be amended as follows (otherwise, all other provisions shall remain the same):

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

* * * * *

ARTICLE 3: ASSESSMENTS.

A new Section 3.10 of the Declaration shall be created as follows, and all other Sections shall remain unchanged.

SECTION 3.10 CAPITAL CONTRIBUTION.

As used in this Section 3.10, the word "Lot" shall mean and refer to any one (1) of the four hundred eighty-three (483) platted residential lots of the Subdivision, not including Tract "D" (Future Development tract) depicted in the Plat of Royal - Tee Country Club Estates (Plat Book 37, Page 3, of the Public Records of Lee County, Florida). The terms "Lot" and "Lots" shall be interpreted as if followed by the words "and the home or homes constructed thereon." As further provided in this Declaration and in the Articles of Incorporation, the Class A members of the Association are entitled to one (1) vote for each Lot owned, regardless of whether any such Lots have been combined into one STRAP number for purposes of property taxes or to facilitate the construction of a larger home across multiple Lots.

In addition to annual assessments and special assessments, upon the transfer of title to any Lot, the new Owner of the Lot shall pay a capital contribution to Cape Royal's Reserve Fund. The capital contribution shall be due upon the date when the transfer of title to the Lot occurred. Payment of the capital contribution shall be the legal obligation of the transferee who took title to a Lot. The capital contribution shall be collected in the same manner as annual assessments and special assessments and shall be secured by a continuing lien enforceable in the same manner as annual and special assessments. The capital contribution shall be equal to THREE THOUSAND FIVE HUNDRED U.S. DOLLARS (\$3,500.00) or any other greater or lesser amount set by a written resolution of the Board, but in no event may the Board increase or decrease the amount of the capital contribution by more than ten percent (10%) in any three-hundred sixty-five (365) day period.

For purposes of this Section, the phrase “transfer of title” shall mean the transfer of record legal title to a Lot by operation of law, by deed, or by any other means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. The term shall not include the following changes in title to a Lot, which are exempt from and do not trigger a capital contribution:

- (i) between and among co-Owners of the same Lot being transferred without the addition of a party to the Lot’s title;
- (ii) to an Owner’s heir resulting from the death of the Owner;
- (iii) to a trustee (including, without limitation, to the Owner as settlor of the Owner’s own revocable trust) for *bona fide* estate planning or tax purposes;
- (iv) the creation of an enhanced life estate that includes a reservation of the right to convey and encumber the Lot (known as a “lady bird deed”);
- (v) to an Owner’s spouse or to an Owner’s former spouse pursuant to a marital settlement agreement or court order related to the Owner’s divorce from their former spouse;
- (vi) between business entities that are under the same ownership and control for purposes of retitling a Lot without the payment of consideration;
- (vii) to the Association; and
- (viii) to a mortgagee, or to a mortgagees successor or assignee as a subsequent holder of the mortgage, who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure.

WITNESSES (2):

Sign: Jennifer Manley
Print: Jennifer Manley
Sign: Gretchen Krohn
Print: Gretchen Krohn

ROYAL-TEE HOMEOWNERS ASSOCIATION, INC.

Sign: Edward Petrik
Print: EDWARD PETRIK
Title: President

WITNESSES (2):

Sign: Jennifer Manley
Print: Jennifer Manley
Sign: Gretchen Krohn
Print: Gretchen Krohn

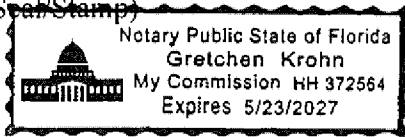
ATTEST:

Sign: Hal Younglove
Print: Hal Younglove
Title: Secretary

STATE OF Florida
COUNTY OF Lee

THE FOREGOING INSTRUMENT was acknowledged before me, by means of physical presence or online notarization, this 20th day of October, 2023, by _____, as President of Royal-Tee Homeowners Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation, who (check one): is personally known to me OR _____ produced _____ as identification.

(Notary Seal/Stamp)



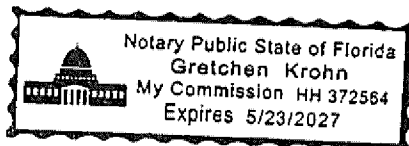
Notary Public - State of Florida

Sign: Gretchen Krohn
Print: _____
My Commission Expires: _____

STATE OF Florida
COUNTY OF Lee

THE FOREGOING INSTRUMENT was acknowledged before me, by means of physical presence or online notarization, this 20th day of October, 2023, by _____, as Secretary of Royal-Tee Homeowners Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation, who (check one): is personally known to me OR _____ produced _____ as identification.

(Notary Seal/Stamp)



Notary Public - State of Florida

Sign: Gretchen Krohn
Print: _____
My Commission Expires: _____