**AMENDMENT** **TO THE**

**Declaration of covenants, conditions and restrictions**

**for**

**COTTESMORE AT LELY RESORT**

Additions are underlined

Deletions are ~~stricken through~~

1. **Article VII title shall be amended as follows:**

**METHODS OF DETERMINING ASSESSMENT OF ASSOCIATION EXPENSES AND RE-SALE CAPITAL ASSESSMENT UPON CONVEYENCE**

1. **Article VII, Section 7.1 shall be amended as follows:**

 **7.1 ASSOCIATION ASSESSMENTS.**  It is hereby declared, and all Owners and the Association agree, that the Association Expenses shall be disbursed by the Association out of funds assessed and collected from all Owners in Cottesmore at Lely Resort Neighborhood.

1. Article VII, Section 7.6 shall be added to the Declaration as follows:

7.6 RESALE CAPITAL ASSESSMENTS

7.6.1 Resale Capital Assessment. The Association shall levy a Resale Capital Assessment upon the transferee of a conveyance of any Lot owned by an Owner to be used by the Association for any lawful purpose. The amount of the Resale Capital Assessment shall be equal to two (2) quarterly assessment installments as determined by the annual Association budget, including reserves. The due date shall be the date of the closing of the conveyance. The Resale Capital Assessment shall, unless the transferor and transferee otherwise expressly agree, be the obligation of the transferee. If unpaid at closing, the Association may collect the Resale Capital Assessment in the same manner as an Individual Assessment in this Article VII.

For the purposes of this section, the term “conveyance” shall mean the nonexempt transfer of record legal title to a Lot by deed or other authorized means of conveyance for or without valuable consideration, and shall also refer to the transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the Resale Capital Assessment:

(A) a conveyance by any record title holder to any person or entity who was also a record title holder of the Lot being conveyed in the Association immediately prior to such conveyance;

(B) a conveyance to the Owner’s estate, surviving spouse, or other heirs resulting from the death of an Owner;

(C) a conveyance by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner’s spouse and/or children for estate planning or tax purposes;

(D) a conveyance to the Association pursuant to a final judgment of foreclosure or deed in lieu of foreclosure.