

Prepared by Clayton and McCulloch

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460021774 Date: 06/03/2024 Time: 1:10PM
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**CERTIFICATE OF AMENDMENT TO REVIVED DECLARATION OF RESTRICTIONS
FOR CONTINENTAL COUNTRY CLUB**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of Continental Country Club R.O., Inc. (hereinafter "Association"), pursuant to the Florida Statutes and the **REVIVED DECLARATION OF RESTRICTIONS FOR CONTINENTAL COUNTRY CLUB** attached to that certain **CERTIFICATE OF REVIVAL AND EXECUTION OF DECLARATION OF RESTRICTIONS, RESTATED ARTICLES OF INCORPORATION, AND RESTATED BYLAWS OF CONTINENTAL COUNTRY CLUB R.O., INC.**, recorded in O.R. Book 3141, Page 375, *et. seq.*, of the Public Records of Sumter County, Florida (hereinafter collectively referred to as the "Declaration"), hereby certify that the **AMENDMENT TO REVIVED DECLARATION OF RESTRICTIONS FOR CONTINENTAL COUNTRY CLUB**, which is attached hereto, and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the Board of Directors of the Association on the 20TH day of May, 2024 (hereinafter "Board Meeting").

Said Amendment was approved at the Board Meeting in accordance with the requirements of Article 25 of the Declaration, as amended. The Amendment or more specifically this **CERTIFICATE OF AMENDMENT TO REVIVED DECLARATION OF RESTRICTIONS FOR CONTINENTAL COUNTRY CLUB** was executed in the manner provided by law demonstrating that such Amendment was properly passed and enacted. Proper notice was given for the Board Meeting pursuant to the By-Laws of the Association and the Florida Statutes. The Notice of the Board Meeting stated the purpose, time, date and location of the Board Meeting.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration remain in full force and effect.

R- Continental Country Club RO Inc
50 Continental Blvd
Wildwood FL 34785

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IN WITNESS HEREOF, the Association has caused these presents to be executed in its name,
this 22nd day of May, 2024.

Signed, sealed and delivered
in the presence of:

CONTINENTAL COUNTRY CLUB R.O., INC.

Meg Barratt-Patton
(Sign) (Witness 1)

By: Linda Kramer
(Sign)

Meg Barratt-Patton
(Print) (Witness 1)

Linda Kramer
(Print)

50 Continental Blvd

President, Continental Country Club R.O. Inc.

Wildwood, FL 34285
(Address- Witness 1)

Michele VanAlstyne
(Sign - Witness 2)

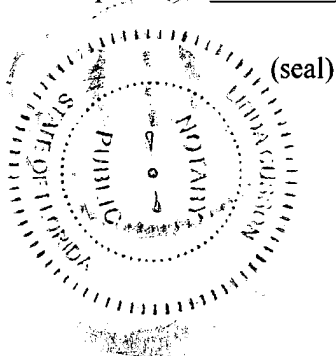
Michele L. VanAlstyne
(Print - Witness 2)

50 Continental Blvd

Wildwood, FL 34785
(Address- Witness 2)

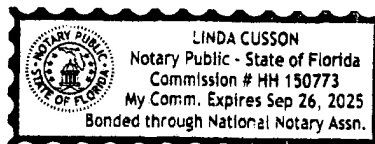
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of May, 2024, by Linda Kramer, as President of Continental County Club R.O., Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



Linda Cusson
Signature of Notary

Linda Cusson
Print Name



Gloria R. Hayward, Sumter County Clerk of Court
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Signed, sealed and delivered
in the presence of:

CONTINENTAL COUNTY CLUB R.O., INC.

Meg Barrett Patton
(Sign - Witness 1)

Attest: Patricia A. Kubus
(Sign)

Meg Barrett Patton
(Print - Witness 1)

PATRICIA A. KUBUS
(Print)

50 Continental Blvd
Wildwood, FL 34785
(Address- Witness 1)

Secretary, Continental County Club R.O., Inc.

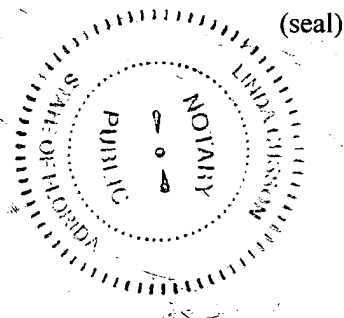
Michele L. Van Alstyne
(Sign - Witness 2)

Michele L. Van Alstyne
(Print - Witness 2)

50 Continental Blvd.
Wildwood, FL 34785
(Address- Witness 2)

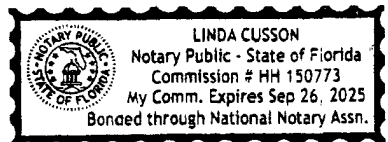
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of May, 2024, by Patricia A. Kubus, as Secretary of Continental County Club R.O., Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



Linda Cusson
Signature of Notary

Linda Cusson
Print Name



**AMENDMENT TO REVIVED DECLARATION OF RESTRICTIONS FOR
CONTINENTAL COUNTRY CLUB**

The following amendment is made to the REVIVED DECLARATION OF RESTRICTIONS FOR CONTINENTAL COUNTRY CLUB attached to that certain CERTIFICATE OF REVIVAL AND EXECUTION OF DECLARATION OF RESTRICTIONS, RESTATED ARTICLES OF INCORPORATION, AND RESTATED BYLAWS OF CONTINENTAL COUNTRY CLUB R.O., INC., recorded in Official Records Book 3141, Page 375, *et. seq.*, of the Public Records of Sumter County, Florida, as amended (hereinafter collectively referred to as the "Declaration") by adding new section f to Article 19 (Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~, and omitted but unaltered provisions are indicated by ellipses).

...

19. **Application for Membership and Transfer of Title**

...

f. Capital Contribution. Notwithstanding anything to the contrary, regardless of any other provision within the Association's governing documents, including this Declaration, involving the sale or transfer of title (of any nature) of any Lot within the Association, there is hereby established against said Lot and Owner(s) thereof a capital contribution of One Thousand Dollars (\$1,000.00) (hereinafter: "Capital Contribution") which is due and payable to the Association upon the date of recording in the Public Records of Sumter County of the deed or other conveyance instrument as to said Lot. Notwithstanding anything to the contrary, such Capital Contribution shall not be due and owing upon a transfer of title:

1. resulting from a divorce or death of an Owner;
2. to any of the Owner's children or adding them to the deed, including biological, step, half and/or adopted children;
3. which involves adding a Owner's spouse to the deed or conveying the Lot to an Owner's spouse;
4. to any Owner's Domestic Partner or adding the Owner's Domestic Partner to the deed, a Domestic Partner shall mean two adults who are parties to a committed domestic relationship, which is a relationship intended to be of indefinite duration between two individuals who are jointly responsible and agree to provide for the other partner's basic food, shelter and common necessities of life while the domestic partnership relationship is in effect, but does not require that partners

contribute equally to said basic food, shelter and common necessities of life. Notwithstanding anything to the contrary, whether someone qualifies as a Domestic Partner shall be determined in the sole unfettered discretion of the Board;

5. into a Trust in which the beneficiary is one or more of the current Owner(s) or one or more of the member(s) of the current Owner(s)' immediate family;
6. to the extent prohibited by law; and/or
7. to any "Owner" as defined in Article II, section 12 of the Bylaws of Continental Country Club R.O., Inc. recorded in O.R. Book 3693, pg. 129 et seq., of the Public Records of Sumter County, Florida with instrument # 202060003412, provided he, she, it or they currently only own one (1) Lot.

This Capital Contribution may be enforced against the Lot and/or the Owner(s) thereof in the same manner specified for assessments, Maintenance Charges, as well as OM Charges within this Declaration, including, but not limited to, the Association having the right to impose and foreclose a lien upon the Lot for non-payment of this Capital Contribution, and to recover costs and reasonable attorney fees incurred in the collection of this Capital Contribution, including, without limitation in connection with preparing and/or foreclosing the lien for non-payment of this Capital Contribution. As such, this Capital Contribution may be enforced against and collected from the Owner(s) taking title to the Lot on the date such Capital Contribution is due and payable, and any Owner(s) taking title to the Lot at any time thereafter. This Capital Contribution is in addition to, and not in lieu of, any and all other Maintenance Charges, assessments or other charges specified within this Declaration. The Association may use the funds received from such Capital Contribution in any manner as the Board of Directors may determine.

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