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Becker & Poliakoff, P.A.
Royal Palm Financial Center
759 SW Federal Hwy., Ste. 213
Stuart, FL 34994

**CERTIFICATE OF AMENDMENT
TO THE
DEDICATION AND DECLARATION OF RESTRICTIONS
FOR
CACHE CAY SUBDIVISION**

The Dedication and Declaration of Restrictions for Cache Cay Subdivision was recorded at O.R. Book 556, Page 2210 *et.seq.*, in the Official Records of Indian River County, Florida and Amended and Restated at O.R. Book 1739, Page 664 *et.seq.*, and Revived at O.R. Book 3138, Page 2373 *et.seq.*, and Amended at Official Records Book 3401, Page 941 *et.seq.* The same Dedication and Declaration of Restrictions is hereby amended as approved by a vote sufficient for approval at the members' meeting on May 25, 2023.

1. Article 8 is hereby amended as follows:

8. DEPOSITS/FEES.

A. Construction Deposit. The Committee shall require the owner of a lot, in order for the owner to obtain the Committee's approval for the proposed construction, to deposit with the Association the sum of one thousand dollars (\$1,000.00) as a damage and clean-up deposit, which shall be returned to the owner upon completion of the construction provided that no damage has been done to the roadway or other property of the subdivision and that the jobsite has been left in a clean and sanitary condition. Should damage occur or should the jobsite be left in an unclean or unsanitary condition, either during construction or after construction is completed, the Committee shall have the right to take whatever steps are necessary to repair the damage and to clean the jobsite and shall use all or any part of the deposit to pay for the same. The deposit, or so much as is not required to be used by the Committee, shall be returned to the owner upon completion of construction. Damages and costs shall not be limited to the amount of the deposit. In addition to the foregoing, and not in lieu thereof, the following fees will also be applicable for demolition and building of new houses in order to maintain the roadways and bridge used by trucks and equipment for construction which are impacted by the construction work at Cache Cay:

1. A non-refundable demolition fee of Five Thousand Dollars (\$5,000.00) for each house that is demolished/torn down to its foundation.
2. A non-refundable fee of Ten Thousand Dollars (\$10,000.00) for each new house that is built. A new house can either be a first time build on a vacant Lot, or a build of a home after demolition of a previously existing structure on the Lot, even if some portions (e.g. the house pad or foundation) of the prior home remain.

B. Landscaping Deposit. The Committee shall require the owner of a lot, in order for the owner to obtain the Committee's approval for the proposed landscaping, to deposit with the Association the sum of one thousand dollars (\$1,000.00) as a guarantee that landscaping will be completed according to the submitted and approval plan. The deposit will be returned to the owner after the Committee has reviewed the actual landscaping and satisfied itself that plantings have been done in accordance with the approved plan. The deposit, or so much as is not required to be used by the Committee to complete the landscaping according to plan, shall be returned to the owner upon completion of the landscaping. Damages and costs shall not be limited to the amount of the deposit.

C. Capital Contribution. A Capital Contribution in an amount of Two Thousand Dollars (\$2,000.00) shall be due and payable to the Association by the transferee upon the conveyance of a Lot (whether improved or vacant) by an Owner. Such contribution shall be collected at closing. For purposes of this Article, the term "conveyance" shall mean the transfer of record legal title to a Lot and its improvements (if any) by deed or other authorized 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 following conveyances shall be exempt from payment of the Capital Contribution: (a) between and among co-Owners of the same Lot being transferred; (b) to the Owner's estate, surviving spouse or other heirs, resulting from the death of an Owner; (c) to a trustee or the Owner's current spouse, solely for bona fide estate planning or tax reasons; and (d) to a mortgagee or the Association pursuant to a final judgment of foreclosure or deed in lieu of foreclosure. Provided, however that upon a transfer that occurs following the exempt transfers described in (a) through (d) above, the Capital Contribution shall be due and payable as provided hereinabove. At the Board's sole discretion, the funds may be used to offset operating expenses, or otherwise as the Board shall determine from time to time and need not be restricted or set aside for reserves or capital expenditures.

D. The Board may adopt a reasonable schedule of fees to be paid for by the submitter for processing requests and for reviewing subsequent compliance inspections by the ACC for approval of improvements. Such fees, if any, shall be payable to the ARC at the time the plans and specifications are submitted to the ACC for approval. The ACC or other designee of the Association shall have the right to inspect construction work that has been performed.

2. *The foregoing amendment to the Dedication and Declaration of Restrictions was adopted by the members by a vote sufficient for approval.*

3. *All provisions of the Dedication and Declaration of Restrictions are herein confirmed and shall remain in full force and effect, except as specifically amended herein.*

[Signatures on following page.]

IN WITNESS WHEREOF, the undersigned has caused these to be signed by its President and its Secretary this 11th day of July, 2023.

WITNESSES:

Cache Cay Property Owners' Association, Incorporated

[Signature]

Witness #1 Signature

Christopher Madsen

Witness #1 Printed Name

[Signature]

Witness #2 Signature

Dana Lupton

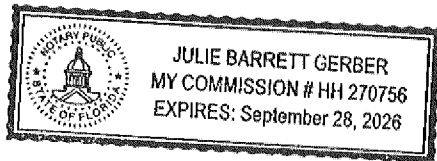
Witness #2 Printed Name

By: [Signature], President

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of July, 2023, by Linda Bachel as President of Cache Cay Property Owners' Association, Incorporated [] who is personally known to me or [] has produced _____ as identification.

Notary Seal

[Signature]
Notary Signature



[Signature]
Witness #1 Signature

By: GAIL SIMPSON, Secretary

KENT TESSMAN
Witness #1 Printed Name

[Signature]
Witness #2 Signature

MICHAEL DE FABRIZIO
Witness #2 Printed Name

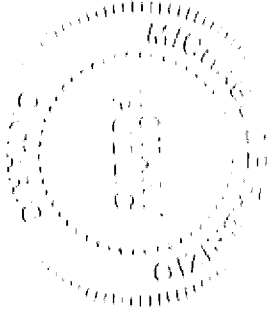
~~STATE OF FLORIDA~~ MD PROVINCE of ONTARIO
~~COUNTY OF~~ CANADA
~~COUNTY OF~~

~~STATE OF FLORIDA~~ MD PROVINCE of ONTARIO
~~COUNTY OF~~ CANADA
~~COUNTY OF~~

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of JULY, 2023, by GAIL SIMPSON as Secretary of Cache Cay Property Owners' Association, Incorporated [] who is personally known to me or has produced PASSPORT as identification.

Notary Seal

[Signature]
Notary Signature



Michael De Fabrizio
Barrister & Solicitor
Notary Public and Commissioner of Oaths
in and for the Province of Ontario.
My commission is of unlimited duration.
No legal advice given.

Walk-In Notary
200-4145 North Service Road
Burlington, ON., L7L 6A3
905-336-6972
www.walkinnotary.com

CERTIFICATE

Cache Cay Property Owners' Association, Incorporated, by its duly authorized officers, hereby certifies that the amendment to the Dedication and Declaration of Restrictions, a copy of which is attached hereto, was duly and regularly approved by the Members by a vote sufficient for approval at the members' meeting on May 25, 2023.

IN WITNESS WHEREOF, the undersigned has caused these to be signed by its President and its Secretary this 6th day of July, 2023.

WITNESSES:

[Signature]
Witness #1 Signature

Christopher Madsen
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Dana Lumpy
Witness #2 Printed Name

Cache Cay Property Owners' Association,
Incorporated

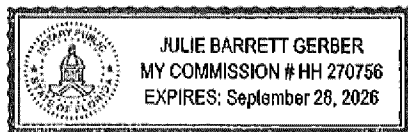
By: [Signature], President

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of July, 2023, by Lendi Bickset as President of Cache Cay Property Owners' Association, Incorporated who is personally known to me or has produced _____ as identification.

Notary Seal

[Signature]
Notary Signature



[Signature]
Witness #1 Signature

KENT TESSMAN
Witness #1 Printed Name

[Signature]
Witness #2 Signature

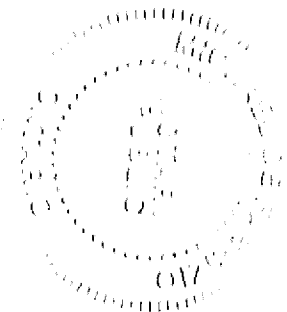
MICHAEL DE FABRIZIO
Witness #2 Printed Name

By: [Signature]
GAIL SIMPSON, Secretary

~~STATE OF FLORIDA~~ ^{MD} PROVINCE of ONTARIO
~~COUNTY OF~~ ^{MD} CANADA
~~COUNTY OF~~

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of JULY, 2023, by GAIL SIMPSON as Secretary of Cache Cay Property Owners' Association, Incorporated [] who is personally known to me or [] has produced PASSPORT as identification.

Notary Seal



Notary Signature

[Signature]

Michael De Fabrizio
Barrister & Solicitor
Notary Public and Commissioner of Oaths
in and for the Province of Ontario.
My commission is of unlimited duration.
No legal advice given.

Walk-In Notary
200-4145 North Service Road
Burlington, ON., L7L 6A3
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