

Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: kgowen

Changed By: cwelke

Receipt#: 900052925 Payee Name: COUNTER CUSTOMER
Receipt Date: 03/20/2017

Escrow Balance:
Escrow Customer:

Instrument: 201741024767 - BK2665/PG1482 RESTRICTION

001000000341100	RECORDING FEE \$5/\$4	\$33.00
199000000341150	PRMTF \$1/\$.50	\$4.50
001000000208911	PRMTF FACC \$.10	\$0.80
199000000341160	PRMTF CLERK \$1.90	\$15.20
001000000208912	PRMTF BCC \$2	\$16.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$69.50

Receipt Total: \$69.50

Amount Tendered: \$69.50

Overage: \$0.00

MFC \$69.50 18107447

Amount Paid:

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



**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAKEWOOD NATIONAL GOLF CLUB**

THIS AMENDMENT is made the 15 day of ^{MARCH} ~~February~~, 2017 by Lennar Homes, LLC, a Florida limited liability company, hereinafter called the "Declarant" to the Declaration of Covenants, Conditions and Restrictions for Lakewood National Golf Club.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Lakewood National Golf Club is recorded as Instrument Number 201641068594, and as may have been subsequently amended, in the Public Records of Manatee County, Florida, (hereinafter the "Declaration"); and

WHEREAS, pursuant to Section 18.10 of the Declaration, Developer reserved the unilateral right to amend the Declaration including any exhibit attached to the recorded Declaration; and

WHEREAS, Declarant is desirous of amending the following Sections 1.7, 2, 2.5, 3.15, 5.2, 5.7, 5.14, 5.15, 9.1, 9.2, 9.7.2, 9.10, 9.11, 9.12, 13.2, 14.6, 15.1, and 16.4 and Exhibit "A" of the Declaration.

NOW, THEREFORE, Declarant hereby amends Sections 1.7, 2, 2.5, 3.15, 5.2, 5.7, 5.14, 5.15, 9.1, 9.2, 9.7.2, 9.10, 9.11, 9.12, 13.2, 14.6, 15.1, and 16.4 and Exhibit "A" of the Declaration as follows:

(NOTE: New language is shown in underline; language being deleted is shown in ~~strike through~~ type, otherwise all other provisions remain the same)

1. Section 1.7 is hereby amended as follows:

1.7 "**Governing Documents**" means this Declaration, and the Articles of Incorporation and Bylaws of the Association, all as lawfully amended from time to time. In the event of an irreconcilable conflict between any two of the Governing Documents, the order of priority shall be the same as the order in which they are named in this Section 1.7.

2. Section 2 is hereby amended as follows:

2. **GENERAL DEVELOPMENT PLAN.** The Community is a Planned Unit Development ("PUD"). The primary development objective is the construction and development of approximately 1,587 single and multiple family dwelling units along with various recreational amenities. The Community also includes a 36 hole golf course for use by ~~Golf Members in accordance with the Golf Club Documents. Not all Members of the Association will be~~ the Members.

3. Section 2.5 is hereby amended as follows:

2.5 **Conveyance and Use.**

(A) ~~Except as otherwise provided in the Governing Documents, Any~~ real property

conveyed, leased, or the use of which has been granted by Declarant or any third party to the Association as Common Areas is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members of the Association.

(B) The Declarant, may convey property to the Association in either an improved or an unimproved condition, with or without any specific restrictions on its use, and the Association must accept such property. The Association shall not accept the conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant, so long as Declarant owns any property in the Association.

4. Section 3.12 is hereby amended as follows:

3.12 **Rules and Regulations.** Subject to this Declaration and any other applicable recorded instrument, the Association shall have the right and the power to develop, promulgate and enforce reasonable rules and regulations for the use and enjoyment of the Common Areas. No Common Areas shall be used in violation of any rule or regulation adopted by the Association pursuant to Section 54 of the Bylaws.

5. Section 5.2 is hereby amended as follows:

5.2 **Occupancy of Living Unit when Owner is not in Residence.** An Owner may occasionally allow family, friends or business associates in reasonable numbers to temporarily occupy his Living Unit in his absence. Except as otherwise provided in Section 5.3 below, this provision is not intended to allow any Owner to use his Living Unit as short-term transient accommodations for several individuals or families. The Owner must register all guests with the Association in advance, giving such information about the guests and the period of their stay as the Board may reasonably require. The Owner is responsible for the conduct of his guests. When the Owner is not in residence, no more than six (6) overnight occupants (~~including the Owner and his family~~) are allowed at any time.

6. Section 5.7 is hereby amended as follows:

5.7 **Appearance; Refuse Disposal.** Each Owner shall keep his Lot and Living Unit free of trash and debris and shall reasonably maintain his Living Unit. Personal property of residents shall not be left on the lawns or landscaped areas outside the Living Units, except that patio furniture may be stored in unscreened patios. Trash, garbage or other waste must be kept in appropriate containers suitably screened from view from the street and adjacent Lots. Porches, and lanais shall be used only for the purposes intended, and shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

7. Section 5.14 is hereby amended as follows:

5.14 **Pets.** The Owner of each Living Unit may keep not more three (3) animals, in the aggregate, which may only be domestic cats and/or dogs, unless such animals are of a breed prohibited by County, City or any other ordinance. Notwithstanding the foregoing, pit bull and pit bull mix dogs or other recognized aggressive breeds of dogs shall be prohibited regardless of size or weight. A pit bull or pit bull mix dog is defined as any dog that, in the sole and exclusive discretion of the Board, has the appearance and characteristics of being predominantly and commonly referred to as a "pit bull" regardless of the opinion of any veterinary doctor. Association may prohibit other breeds of dogs that the Board considers dangerous in its sole discretion. Any Owner who keeps or maintains any pet, in exchange for and in consideration of the privilege to keep the pet, hereby indemnifies and holds the Association and each Owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the Community.

Further, each Living Unit may house fish and/or two (2) domestic (household type) birds, as

long as the fish and birds are kept indoors and do not become a source of annoyance to other Owners.

Pets shall not be allowed on or about the Common Areas except on a leash of no longer than six (6) feet or when being carried by their owner. However, under no circumstances shall pets be allowed on the Golf Course. The Board of Directors may restrict the locations where pets may be walked. No pets shall be left unattended in or on the balcony, patio or other similar area even if the area has been enclosed. No reptiles, wildlife, amphibians, poultry or livestock shall be raised, bred or kept on or in any Property.

No pets or other animals shall cause or be the source of annoyance, nuisance or disturbance to any other owner or occupant. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residents or in any way causes any damage to the property. Pets may not be brought or kept within the Properties for any commercial purposes, including boarding, grooming or breeding.

Owners may provide in a lease that tenants shall not be permitted to keep or have pets of any kind. The pet restrictions provided for herein apply to pets visiting a Living Unit and pets permanently housed in a Living Unit.

8. Section 5.15 is hereby amended as follows:

5.15 Parking and Storage of Vehicles. Except for service vehicles temporarily present on the property, Owners and occupants of Living Units may not park, store or keep on the Properties, any commercial truck or other commercial vehicle, or any boat, trailer, semi-trailer, recreation vehicle, motorcycle, house trailer, mobile home, motor home, bus, tractor, or any other such vehicle, unless it is enclosed within a garage. No person may park, store or keep any motor vehicle on grassed or landscaped areas, or any places outside of paved driveways, garages, or other designated parking areas. Vehicles which are in wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not, and those not bearing current license plates, are not permitted on the Properties. Because guest parking may be limited in some areas, each Owner is specifically cautioned that he and the other occupants of his Living Unit may be limited or restricted as to the number of motor vehicles they may keep on the Properties Lands. The repair of motor vehicles, except emergency repairs, is not permitted on the Properties. For purposes of this paragraph "kept" shall mean present for either a period of twelve (12) consecutive hours or overnight, whichever is less. No house trailer, mobile home, motor home and the like may be kept more than two (2) times in any month. Any vehicle parked in violation of this Section is subject to being towed away at the Owner's expense without further warning.

9. Section 9.1 is hereby amended as follows:

9.1 Budgeting and Allocating Common Expenses. The Association is hereby authorized to levy Base Assessments against all Lots and Living Units subject to assessment under Section 9.6 to fund the Common Expenses (including Common Expenses, which may include without limitation, costs and expenses for the Lakewood Ranch intranet and Lakewood Ranch Community Activities Corporation and costs and expenses for the Association leasing office space. The Board, in its discretion, may establish the rate of assessment equally against all Lots or Living Units within Lakewood National Golf Club, or the Board may establish different rates based on the type of Lots or Living Unit within a Neighborhood (e.g. single family detached, coach home, condominium unit, commercial unit, etc.), provided that such rate shall be equal for all Neighborhoods of similar product type. In determining the Base Assessment rate per Lot or Living Unit, the Board may consider any assessment income expected to be generated from any additional Lots or Living Units reasonably anticipated to become subject to assessment during the fiscal year. If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined. The Board may revise the budget and adjust the Base

Assessment from time to time during the year, subject to the notice requirements set forth in this Declaration, the Bylaws or pursuant to Florida law.

10. Section 9.2 is hereby amended as follows:

9.2 Budgeting and Allocating Neighborhood Expenses. ~~At least 60 days before~~ Prior to the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood expenses, if any, for each Neighborhood on whose behalf Neighborhood expenses are expected to be incurred during the coming year as authorized by this Declaration or any Supplemental Declaration applicable to such Neighborhood. The budget of Neighborhood expenses shall also include any costs for additional services or a higher level of services which the Association and the Neighborhood have agreed upon additional services not otherwise provided for. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses.

11. Section 9.7.2 is hereby amended as follows:

9.7.2 Declarant's Option to Fund Budget Deficits. During the Declarant Membership, Declarant may satisfy its obligation for assessments on Lots and Living Units which it owns and are subject to assessment or for which it is contractually obligated to fund a Builder's assessment obligation either by: (i) paying such assessments in the same manner as any other Owner, or (ii) by paying the difference between the amount of assessments levied on all other Lots and Living Units subject to assessment and the amount of actual expenditures by the Association (excluding any amounts in the budget of Common Expenses for capital and contingency reserves as well as any depreciation expenses and amortization expenses) during the fiscal year, provided nothing contained herein shall obligate the Declarant to pay an amount greater than 100% of the Base Assessment, Special Assessments and Neighborhood Assessments levied on the Lot or Living Unit for which the Declarant is responsible. Any further or additional deficiency shall be funded through a Special Assessment levied against Class A Members. Unless the Declarant otherwise notifies the Board in writing at least 60 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of the Declarant's election, the Declarant's obligation hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Declarant Membership, the Declarant shall pay assessments on its unsold Lots and Living Units in the same manner as any other Owner. Notwithstanding any provision of this Declaration to the contrary, Declarant shall not be assessed and shall have no obligation for any assessments for any land not platted as individual lots owned or created as condominium units by Declarant that may be included within the Properties. Only upon Declarant's recording of a plat creating individual lots for land or submitting condominium units owned by Declarant and included in the ~~Properties~~ Lands and which Declarant intends to sell to end purchasers, shall Declarant be responsible for assessments as provided in this Declaration. Notwithstanding any provision of this Declaration to the contrary, Declarant shall not be assessed and shall have no obligation for any assessments for platted lots that the Declarant owns and will be conveying to other Builders within Lakewood National Golf Club. During the period of Declarant control, in return for subsidizing the operating expenses of the Association that exceed assessments receivable from the other members of the Association, any net operating profit made by the Association will revert back to the Declarant to offset existing and future capital improvements, operating expenses, support costs, and start-up costs. Operating profit shall mean the amount by which income from all sources of the Association exceeds operating costs and expenses, but excluding any depreciation expenses and amortization expenses.

12. Section 9.10 is hereby amended as follows:

9.10. Capitalization of Association. ~~Upon~~ Except for the initial acquisition of record title to a Lot or Living Unit by the first Owner thereof other than a Declarant and, upon each subsequent transfer or conveyance of any type whatsoever, a contribution shall be made by or on behalf of the purchaser to the Association in an amount established by resolution of

the Board of Directors. Said funds may be used for any purpose whatsoever in the discretion of the Board, including but not limited to, using said funds to fund or pay any operating deficit or any operating expense regardless whether or not the Association is controlled by the Declarant at the time the funds are used to pay, cover, or defray any expense of the Association. This amount shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. This amount shall be paid to the Association by separate check upon the closing or other settlement of the transfer or conveyance of the Lot or Living Unit. ~~Any~~Upon any unpaid capitalization assessment contribution shall constitute a lien in favor of the Association against the Lot or Living Unit as provided in this Section.

Notwithstanding the foregoing, a capitalization assessment shall not be levied in the following instances:

(A) Conveyance of a Lot or Living Unit 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; provided, however, if the immediately preceding conveyance of the Lot or Living Unit was exempted from payment of the capitalization assessment pursuant to this subsection, then this subsection shall not apply and the Lot or Living Unit shall be subject to the capitalization assessment;

(B) Conveyance of a Lot or Living Unit by an Owner or such Owner's estate to the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Lot or Living Unit was exempted from payment of the capitalization assessment pursuant to this subsection, then this subsection shall not apply and the Unit shall be subject to the capitalization ~~assessment~~contribution; and

(C) Conveyance of an undivided interest in a Lot or Living Unit by the Owner thereof to any then existing co-Owner(s) of such Lot or Living Unit.

13. Section 9.11 is hereby amended as follows:

9.11 **Initial Capital Assessments Contribution**. The first purchaser of each Lot or Living Unit at the time of closing of the conveyance from the Declarant to the purchaser shall pay to the Declarant an initial capital contribution. The funds derived from initial capital assessments contributions shall be used at the discretion of the Declarant for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. The Declarant may waive this requirement for some Lots and Living Units, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the capital assessments upon the subsequent sale of each Lot and Living Unit to an end purchaser.

14. Section 9.12 is hereby amended as follows:

9.12 **Resale Capital Contribution**. In addition to the Initial Capital Assessments Contributions, the Association may levy a Resale Capital Contribution upon the transferee in any conveyance of a Lot or Living Unit by a Member. The amount of the Resale Capital ~~Assessment~~Contribution and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit 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. It does not refer to a transfer of title resulting from foreclosure of a lien, or the death of the transferee, nor to a transfer of title to a Director or the transferor's spouse without changing occupancy, solely for estate planning or tax reasons. Resale capital assessments contributions shall be considered an assessment and can be collected as such in accordance with the provisions of this Section 9.

15. Section 13.2 is hereby amended as follows:

13.2 Surface Water Management Systems. Unless assumed by the District, the Association shall be responsible for the operation and maintenance of all Surface Water Management System Facilities, in the Development as permitted under Southwest Florida Water Management District Permit No. 43042057.001. Copies of the permit and any future SWFWMD permit actions shall be maintained by the Association's Registered Agent for the Association's benefit.

. the remaining part of Section 13.2 is unchanged.

16. Section 14.6 is hereby amended as follows:

14.6 **Required Coverage**. The Association shall maintain adequate liability insurance and casualty insurance covering all buildings and other insurable improvements (if any) within the Common Areas, with coverage equal to the maximum insurable replacement value thereof, as determined annually by the Board of Directors; such insurance to afford the following protection:

(A) Property. Loss or damage by fire, extended coverage (including windstorm) vandalism, and malicious mischief, and other hazards covered by what is commonly referred to as an "all risk" property contract.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to any single Owner.

(C) Automobile. Automobile liability for bodily injury and property damage for owned and/or non owned motor vehicles, in such limits of protection and with such coverage as shall be required by the Board of Directors.

(D) Fidelity Bonding. Adequate fidelity bond coverage for all individuals having control of or access to Association funds.

In addition, the Association shall, if so specified in a Supplemental Declaration applicable to any Neighborhood, obtain and maintain property insurance on the insurable improvements within such Neighborhood. Any such policies shall provide for a certificate of insurance to be furnished upon request to the Owner of each Living Unit insured.

Premiums for all insurance on the Common Areas ~~or Neighborhood Common Areas~~ shall be Common Expenses, except that premiums for property insurance on Living Units within a Neighborhood shall be a Neighborhood Expense.

~~—(A) Flood insurance:~~

~~—(B) Broad-Form Comprehensive General Liability Endorsement:~~

~~—(C) Directors and Officers Liability:~~

~~—(D) Medical Payments:~~

17. Section 15.1 is hereby amended as follows:

15.1 **Golf Course**. All of Lakewood National Golf Club shall be subject to the following:

While Lakewood National Golf Club Owners shall have the right to quiet enjoyment to their property, there shall be no activity on any parcels that are contiguous to the Golf Club Facilities or any other portion of the Lakewood National Golf Club located within a distance of one hundred (100) feet from the boundary of the Golf Club Facilities that unreasonably disturbs play or the enjoyment of the Golf Club Facilities by Golf Members and guests thereof, including, without limitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. There shall be no fencing or other obstructions on the remainder of the Lakewood National Golf Club within a distance of ten (10) feet from the boundary of the Golf Club Facilities without the prior written permission of the management of the Association and the ARC to be established in connection with the Lakewood National Golf Club. There shall be no fencing around or abutting the boundary of the golf course, except for temporary fencing erected during tournaments or for a limited time during any construction activity at the golf course.

(B) Ownership of pets by Lakewood National Golf Club Owners shall be in compliance with all local laws and regulations and such other rules as may be promulgated by the Association to be established in connection with Lakewood National Golf Club. Such rules shall include, but not be limited to, a requirement that all dogs or other pets be kept on a leash whenever such pets are not on the Owner's property and that such pets be kept off the all lands platted as "golf course grounds, including the golf course at all times."

18. Section 16.4 is hereby amended as follows:

16.4 Security; Non-Liability of Declarant and Association. The Declarant and the Association shall not be liable if security services are not provided.

ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.

NEITHER THE ASSOCIATION, THE DECLARANT NOR THE ~~GOLF CLUB CDD~~ ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY.

NEITHER THE ASSOCIATION, THE DECLARANT NOR THE ~~GOLF CLUB CDD~~ SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY

19. Exhibit "A" to the Declaration is hereby amended as follows:

EXHIBIT "A"

~~That~~All of that certain plat known as Lakewood National Golf Club, Phase I, a subdivision, as recorded in ~~Official Recordsz~~Plat Book 61; at Page 26, of the Public Records of Manatee County, Florida.

20. Except as amended by this Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of said corporation, this 15th day of February, 2017.

MARCH

LENNAR HOMES, LLC,
a Florida Limited Liability Company

Witnesses:

Amy Horschroeder
Print name: Amy Horschroeder

Alicia Bischoff
Print name: Alicia Bischoff

By: _____
Printed: Darin McMurray
Title: Vice President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was executed before me this 15th day of MARCH, 2017, by Darin McMurray, VICE PRESIDENT (title) of **LENNAR HOMES, LLC**, a Florida Limited Liability Company, on behalf of the company. He/She is personally known to me or did produce _____ as identification.

(Affix Notarial Seal)

Deanna J. Craft
Signature of Notary Public

Deanna J. Craft

Print name

