

This Instrument Prepared By:
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**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAKEWOOD NATIONAL GOLF CLUB**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEWOOD NATIONAL GOLF CLUB (the "Amendment") is made this 00 day of December, 2018, by **LENNAR HOMES, LLC**, a Florida limited liability company, (hereinafter called the "Declarant").

WITNESSETH:

WHEREAS, the Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Lakewood National Golf Club on December 19, 2016, in Official Records Book 2652, Page 4778, et seq., and as may have been subsequently amended, of the Public Records of Manatee County, Florida (the "Declaration"); and

WHEREAS, pursuant to Section 18.10 of the Declaration, the Declarant reserved the unilateral right to modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of the Declaration, as long as the Declarant holds any property for sale in the ordinary course of business within the Community; and

WHEREAS, Declarant holds property for sale in the ordinary course of business within the Community; and

WHEREAS, Declarant desires to amend the Declaration.

NOW, THEREFORE, pursuant to the reserved rights recited above, the Declarant hereby amends the Declaration as follows: (where applicable, double-underlined text indicates text which has been added and ~~strikethrough text~~ indicates text which has been deleted; otherwise all other provisions remain the same):

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Defined Terms**. Any term not specifically defined in this Amendment shall have the meaning ascribed to it by the Declaration.
3. **Section 1.11 of the Declaration is hereby amended as follows:**

1.11 **"District Property"** means any and all real property and improvements which the District either owns, contracts, operates, administers or has jurisdiction over or any combination of the foregoing or otherwise administers pursuant to its responsibilities under Chapter 189190, Florida Statutes, and the documents establishing the District. The term "District Property" shall include systems, facilities and services that the District may acquire, construct, maintain and finance over the years (which constitute projects or infrastructure improvements) which may or may not be owned by the District.

4. Section 12 of the Declaration is hereby deleted in its entirety and replaced as follows:

12. LAKEWOOD RANCH STEWARDSHIP DISTRICT.

12.1 Establishment: Powers. The Community lies within the boundaries of the Lakewood Ranch Stewardship District. The District may provide and operate certain infrastructure facilities and community services and has the authority to levy and collect fees, rates, charges, taxes and assessments ("District Levies") to pay for, finance and provide such facilities and services. These District Levies pay for the principal and debt service, acquisition, construction, operation, and/or maintenance costs of certain public facilities within the District. These District Levies are in addition to county and all other taxes and assessments provided for by law. These District Levies will either appear on the annual real estate tax bill for each property Owner in which case they will be payable directly to the Manatee County Tax Collector or they will appear on a separate bill issued to each Owner by the District. All District Levies constitute a lien upon those portions of the Property owned by any Owner. The District may be responsible for, without limitation, master stormwater management (drainage control), the surface water management system, water and sewer utilities, landscaping and wetland mitigation. Purchaser acknowledges and agrees that facilities and services may be added to or removed from District's responsibilities in Declarant and/or District's sole and absolute discretion.

12.2 Taxes and Assessments.

THE LAKEWOOD RANCH STEWARDSHIP DISTRICT IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE PROPERTY WITHIN THE LAKEWOOD RANCH STEWARDSHIP DISTRICT. THE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT, AND ARE SET ANNUALLY BY THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES AND ASSESSMENTS WILL EITHER APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX AND WILL BE PAYABLE DIRECTLY TO THE MANATEE COUNTY TAX COLLECTOR, OR WILL APPEAR ON A SEPARATE BILL ISSUED TO EACH OWNER BY THE LAKEWOOD RANCH STEWARDSHIP

DISTRICT. THE TAXES AND ASSESSMENTS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT CONSTITUTE A LIEN UPON THE PROPERTY THAT IS WITHIN THE LAKEWOOD RANCH STEWARDSHIP DISTRICT.

BY ACCEPTANCE OF A DEED TO A LIVING UNIT AND/OR LOT, OR ANY INTEREST THEREIN, EACH OWNER HEREBY AGREES (I) TO PAY ANY AND ALL FEES, CHARGES, TAXES AND ASSESSMENTS IMPOSED BY THE LAKEWOOD RANCH STEWARDSHIP DISTRICT WITH RESPECT TO THE OWNER'S UNIT, (II) TO ABIDE BY ALL OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT'S REGULATIONS, AS THEY MAY BE AMENDED FROM TIME TO TIME, AND (III) TO DISCLOSE IN WRITING TO ANY SUBSEQUENT PURCHASER OF THE OWNER'S UNIT THAT SUCH PROPERTY IS WITHIN THE LAKEWOOD RANCH STEWARDSHIP DISTRICT, THE FUNCTION OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT AND THAT SUCH PURCHASER SHALL BE SUBJECT TO LAKEWOOD RANCH STEWARDSHIP DISTRICT ASSESSMENTS.

12.3 District Property Becoming Common Area. If Declarant determines that it is in the best interest of the Properties for any of the District Property to become Common Area, and if Declarant, the Association and the District all determine that such property should be conveyed to the Association, the District shall convey to the Association fee simple title to those portions of the District Property which are to become Common Area. However, any such areas conveyed to the Association may still include use rights held by the general public.

12.4 Common Area Becoming District Property. If Declarant determines, subject to any governmental requirements, that it is in the best interests of the Properties for any portion(s) of the Common Area to be owned and/or administered by the District, rather than by the Association, such portions of the Common Area shall cease to be Common Area, even if they have already been conveyed to the Association, and shall thereafter be considered District Property, even if legal title has not been deeded to the District. When a part of the Property becomes District Property, the expenses of administration and maintenance shall cease to be Association expenses. If required by law, or if deemed by Declarant to be in the best interests of the Properties, the Association shall convey to the District the legal title to any Common Area which becomes District Property.

5. **Ratification.** The Declaration, as amended and modified by this Amendment, is ratified and confirmed. Except as otherwise modified by this Amendment, the Declaration remains valid and in full force and effect.

6. **Conflict.** In the event of a conflict between this Amendment and the provisions of the Declaration, the provisions of this Amendment will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Declarant has hereunto affixed its hand and seal this 20
day of December, 2018.

WITNESSES (2):

Sign: David Caldwell
Print: DAVID CALDWELL

Sign: Amy Horschneider
Print: Amy Horschneider

LENNAR HOMES, LLC,
a Florida limited liability company

By: _____
Print: _____
Darin McMurray
Title: Vice President

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of
DECEMBER, 2018, by Darin McMurray, as Vice President of Lennar Homes, LLC, who
(check one): is personally known to me OR _____ produced
as identification.

(Notary Seal)

Notary Public

Sign: Deanna J. Craft
Print: Deanna J. Craft
My Commission Expires: _____

