Inst. Number: 202141146322 Page 1 of 4 Date: 11/3/2021 Time: 9:45 AM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

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

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

THIS AMENDMENT is made this b day of correction, 2021, by Lennar Homes, LLC, a Florida limited liability company ("Declarant"), to the Declaration of Covenants, Conditions and Restrictions for Lakewood National Golf Club.

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Lakewood National Golf Club ("Declaration") is recorded at Instrument Number 201641068594 in Official Records Book 2652, at Page 4778, and as may have been subsequently amended, of the Public Records of Manatee County, Florida; and

WHEREAS, pursuant to Section 18.10 of the Declaration, the Declarant, may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive, or add to the covenants, conditions, restrictions, and other provisions of this Declaration, and any recorded Exhibit hereto, so long as the Declarant no longer holds any property for sale in the ordinary course of business within the Community; and

WHEREAS, the Declarant still holds property for sale within the Community; and

WHEREAS, Declarant is desirous of amending the Declaration.

NOW THEREFORE, pursuant to the reserved rights recited above, the Declarant hereby amends the Declaration as set forth on the attached **Exhibit** "A".

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Notary Public State of Florida Amy Renee Hofschneider My Commission GG 280374 Expires 11/29/2022

WITNESSES (2)		JAR HOMES, LLC Ida limited liability company
Sign: Amanda Le Wilson		
Sign: Memy Review	By: Print:	Darin McMurray
Print: Merry Heritis	Title:	Vice President
STATE OF FLORIDA COUNTY OF LEE		
THE FOREGOING INSTRUMENT volves of the presence OR [] online notarization by <b>Darin McMurray</b> , as <b>Vice President</b> of company, on behalf of the company, who is personners.	n, this <u>ک</u> <b>Lennar</b>	day of October, 2021, Homes, LLC, a Florida limited liability
Notary Seal/Stamp)	Notary	Public
	Sign: Print:	Arry Rong Hechael

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#### **EXHIBIT "A"**

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEWOOD NATIONAL GOLF CLUB

The Declaration of Covenants, Conditions and Restrictions for Lakewood National Golf Club shall be amended as follows:

#### 5. GENERAL COVENANTS AND USE RESTRICTIONS.

Sections 5.1 and 5.2 remain unchanged.

### SUBSTANTIAL REWORDING OF SECTION 5.3 OF DECLARATION. SEE DECLARATION FOR PRESENT TEXT.

- **5.3** <u>Leasing</u>. The minimum allowable lease period shall be thirty (30) consecutive days. All leases are subject to the following restrictions and conditions:
- (A) The lease must be written, and a fully executed copy must be provided to the Association not less than fifteen (15) days before the beginning of the lease term, together with such other information about the tenants as the Board may reasonably require and permissible under applicable law.
- (B) No lease may be for a period of less than thirty (30) consecutive days or one (1) month, whichever is less.
  - (C) No subleasing or assignment of lease rights is allowed.
- (D) No one but the lessee and the lessee's Family, may occupy the Living Unit during a lease.

All of the provisions of the Governing Documents and the Rules and Regulations of the Association shall be applicable to and enforceable against any person occupying a Living Unit as a lessee or Guest to the same extent as against an Owner, and a covenant on the part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the Governing Documents shall be deemed to be included in every lease whether oral or written, and whether specifically expressed in such lease or not. Owner's failure to evict lessee in accordance with the lease shall be deemed a default of Owner hereunder.

However, to the extent any provision in this Section 5.3 is deemed a "legal restriction on

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conveyance" as set forth in 24 C.F.R. S. 203.41 (as may be amended), such provision shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING LIVING UNITS OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT A LIVING UNIT MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OR HER OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGE OF OWNERSHIP.

Sections 5.4 through 5.16 remain unchanged.