

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

**CERTIFICATE OF AMENDMENTS
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAKEWOOD NATIONAL GOLF CLUB
AND
BYLAWS OF LAKEWOOD NATIONAL GOLF CLUB, INC.**

THESE AMENDMENTS are made this 22 day of June, 2022, by **Lennar Homes, LLC**, a Florida limited liability company ("Declarant"), to the Declaration of Covenants, Conditions and Restrictions for Lakewood National Golf Club and the Bylaws of Lakewood National Golf Club, Inc.

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Lakewood National Golf Club was recorded on December 19, 2016, at Instrument Number 201641068594 (Book 2652, Page 4778), and as may have been subsequently amended, of the Public Records of Manatee County, Florida ("Declaration"); and

WHEREAS, the original Bylaws of Lakewood National Golf Club, Inc., are attached as Exhibit "C" to the Declaration, as recorded at Instrument Number 201641068594 (see Page 58 of 84) ("Bylaws"); and

WHEREAS, pursuant to Section 18.10 of the Declaration, the Declarant reserved the right to unilaterally modify, enlarge, amend, waive, or add to the Declaration and any recorded Exhibit thereto until such time as the Declarant no longer holds any property in the ordinary course of business within the Community; and

WHEREAS, pursuant to Section 9.3 of the Bylaws, as long as Declarant membership exists, the Board of Directors, by majority vote, may unilaterally amend the Bylaws in any manner that it deems advisable, and such amendments shall not require consent of the Members; and

WHEREAS, Declarant holds property in the ordinary course of business within the Community and the Declarant membership exists; and

WHEREAS, Declarant is desirous of amending the Declaration and Bylaws.

NOW THEREFORE, pursuant to the reserved rights recited above, the Declarant hereby amends the Declaration as set forth on the attached **Exhibit "1"** and amends the Bylaws as set forth on the attached **Exhibit "2"**.

WITNESSES (2):

Sign: Rachel Rose
Print: Rachel Rose

Sign: Tammy Kenes
Print: Tammy Kenes

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, by means of *(check one)* physical presence OR online notarization, this 22nd day of June, 2022, by **Darin McMurray**, as **Vice President of Lennar Homes, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me.

(Notary Seal/Stamp)

Notary Public

Sign:

Print:



Brianne Lindeberg

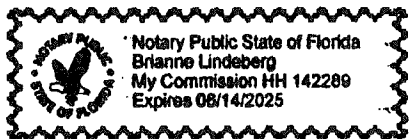


EXHIBIT "1"

**AMENDMENTS 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:

Note: Language to be added is underlined. Language to be deleted is ~~struck through~~.

* * * * *

Amendment 1:

4. **MEMBERSHIP AND VOTING RIGHTS.** Every Owner of record legal title to a Lot or Living Unit within Lakewood National Golf Club shall be a Member of the Association as further defined in Section 4.1 below. The Declarant shall hold Declarant Membership as provided for in Section 4.1(C) below. Membership is appurtenant to, and may not be separated from, Ownership of a Lot or Living Unit. The rights, powers, duties and privileges of Members shall be as set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Association.

Sections 4.1 through 4.6 remain unchanged.

4.7 **Minimum Purchases.** The Association requires each Member to purchase at least a minimum amount of food or ~~beverages~~ non-alcoholic beverages from the Association, or be billed for the minimum amount. The initial food and beverage minimum shall be \$500.00.

Amendment 2:

5. **GENERAL COVENANTS AND USE RESTRICTIONS.**

Sections 5.1 through 5.6 remain unchanged.

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 in multi-family dwellings, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

Sections 5.8 through 5.16 remain unchanged.

Amendment 3:

6. ARCHITECTURAL AND AESTHETIC CONTROL.

Section 6.1 remains unchanged.

6.2 Architectural Review Committee. The architectural and aesthetic review and control functions of the Association shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) individuals, who ~~need not~~ must be Members of the Association. The term of office, composition compensation (if any), qualifications and meeting procedures of the ARC shall be as provided in Section 6 of the Bylaws. Notwithstanding the foregoing, prior to Association turnover, the Declarant shall have the sole right to appoint one individual who may or may not be a Member of the Association, who shall have the full and unilateral power to act on behalf of the ARC body and no meeting or notice to Members of any meeting is required.

Sections 6.3 through 6.9 remain unchanged.

Amendment 4:

7. EASEMENTS. In addition to any easements created elsewhere herein or that otherwise exist on the Properties, easements are hereby provided for:

Section 7.1 remains unchanged.

7.2 Cable TV and Telecommunications System. The Declarant hereby reserves for itself and its successors, assignees and licensees, the right, without obligation, to construct or install over, through, under, across and upon any portion of the Community for the use and benefit of the Owner and ~~that their~~ their committed or authorized guests, invitees, tenants and family Members, one (1) or more cable and/or telecommunications receiving and distribution systems and electronic surveillance systems, emergency, medical and surveillance monitoring, or alarm systems (all or any part of which shall be referred herein collectively as the "System"), the exact description, location and nature of which may have not yet been fixed or determined. Declarant shall have and hereby reserves to itself and its designees, successors, assignees and licensees, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and location of which over, across, upon and through the Community shall be determined solely by Declarant, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of:

Subsections 7.2(A) through 7.2(C) remain unchanged.

(D) Each Lot and Living Unit is subject to a permanent ~~easement~~ easement in favor of the Association to remove and/or destroy invasive exotic vegetation species.

Amendment 5:

16. **RIGHTS OF DECLARANT AND DEVELOPERS.** In addition to those provided elsewhere in the Governing Documents, the Declarant shall have the following rights and privileges:

Sections 16.1 through 16.8 remain unchanged.

16.9 **Assignment of Rights to Builders.** In addition to any other rights of assignment, any or all of the rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred and assigned, in whole or in part, to any Builder, provided that transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant. The foregoing sentence shall not preclude Declarant from permitting Builders or other persons to exercise on a one time or ~~limited~~ limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment.

Amendment 6:

17. **RIGHTS OF MORTGAGEES.**

Section 17.1 remains unchanged.

17.2 **Mortgage Foreclosure.** Except as otherwise provided by Florida law as amended from time to time, an ~~Intitutional~~ Institutional Mortgagee that acquires title to a Lot or Living Unit through mortgage foreclosure, or acceptance of a deed in lieu of foreclosure, in which the Association has been named as a defendant in the initial complaint, shall be liable for assessments levied against such Lot or Living Unit in the same manner as provided in the preceding paragraph unless the mortgagee is entitled to limited liability for delinquent assessments as provided in Chapter 720, Fla. Stat., which currently requires the lender to pay the Association the lesser of 1% of the original mortgage indebtedness, or the sum of the regular and special assessments that accrued or became due during the 12 months immediately preceding acquisition of title by the lender, and as Chapter 720, Fla Stat., may be amended by time to time. The foregoing sentence pertaining to entitlement to limited liability shall not be construed to negate the authority of a court to order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c), or grant other relief that may be found to be applicable under federal or state law. Any unpaid assessment or charges for which such acquirer is exempt from liability becomes an expense collectible from all Owners, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Lot or Living Unit by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his Ownership, be excused from the payment of any assessments or charges coming due during the period of such Ownership.

Sections 17.3 through 17.5 remain unchanged.

EXHIBIT "2"

**AMENDMENTS TO BYLAWS
OF
LAKEWOOD NATIONAL GOLF CLUB, INC.**

The Bylaws of Lakewood National Golf Club, Inc., shall be amended as follows:

Note: Language to be added is underlined. Language to be deleted is ~~struck through~~.

* * * * *

Amendment 1:

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval of consent of the members only when such is expressly required.

4.1 Powers. The Board shall have the authority to:

Subsection 4.1(A) remains unchanged.

(B) Appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. ~~Nothing in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.~~

Subsections 4.1(C) and 4.1(D) remain unchanged.

(E) With the prior consent of at least a majority of the voting interests present and voting in person or by proxy at a duly called meeting of the Members of the Association, borrow money for Association purposes, and assign, pledge, mortgage or encumber any Common Areas or future revenues of the Association as security therefor.

Subsections 4.1(F) through 4.1(I) remain unchanged.

4.2 Management by Directors. The property, business and affairs of the Association shall be managed and conducted by a Board of Directors of no fewer than ~~three (3)~~ five (5) or more than seven (7) members.

Section 4.3 remains unchanged.

4.4 Term of Office. Except as provided herein to the contrary, the term of each Director's service shall extend until the next Annual Meeting and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. After the election at the Turnover Meeting, all Directors shall be elected for a term of three (3) years. Notwithstanding the foregoing, any Director designated by the Class B Voting Member shall serve at the pleasure of the Class B Voting Member.

In order to provide for continuity of experience, it is the intention of these Bylaws that a system of staggered terms be created and thereafter maintained. Thus, at the election at the Turnover Meeting, (6) Directors shall be elected to establish a Board of seven (7) Directors. The current Director elected by the Members shall serve the remainder of his term that shall expire at the 2023 Annual Meeting. The two (2) Directors receiving the greatest number of votes shall be elected to three (3) year terms each that shall expire at the 2026 Annual Meeting, the two (2) Directors receiving the third and fourth greatest number of votes shall be elected to two (2) year terms each that shall expire at the 2025 Annual Meeting, and the two (2) Directors receiving the fifth and sixth greatest number of votes shall be elected to one (1) year terms each that shall expire at the 2024 Annual Meeting. If the election is uncontested, the Directors shall determine which Directors take the longer terms by unanimous agreement, and in the absence of unanimous agreement it shall be determined by the drawing of lots. A Director's term will end at the Annual Meeting at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided for in Section 4.5. Directors shall be elected by the Members as described in Section 4.3, or in the case of a vacancy, as provided for in Section 4.5.

Sections 4.5 through 4.17 remain unchanged.

Amendment 2:

6. ARCHITECTURAL REVIEW COMMITTEE. The ARC provided for in Section 6 of the Declaration shall be selected, and conduct its affairs as provided in this Section.

6.1 Members; Qualification. The Architectural Review Committee, hereinafter the "ARC," shall initially be composed of three (3) persons, all appointed by the Declarant, who may also be Directors of the Association. ~~After the Declarant no longer has a right to appoint the ARC, the size of the ARC shall be increased to five (5) persons.~~ Except for those appointed by the Declarant, and as otherwise provided in Section 6.5 below, no member of the ARC shall be a Director. Whenever possible and practical, one of the committee members should be an architect, general contractor, or other person with professional expertise in building, landscaping, or architectural design.

6.2 Selection; Terms. ~~The members of the ARC shall be appointed by the President of the Association to serve terms of one year beginning on January 1 of each year. If a mid-term vacancy occurs for any reason, the President shall appoint a successor to fill the unexpired term. Members of the ARC, once appointed, may be removed only by vote of a majority of all the voting interests, and not by the officers or Directors. The members of the ARC shall be appointed by the Board for terms of two (2) years beginning on January 1 of the initial appointment. Members of the ARC serve at the convenience of the Board and may be removed with or without cause upon the affirmative vote by a majority of the Board of Directors. If a mid-term vacancy occurs for any reason, the Board shall appoint a successor to fill the unexpired term.~~

Sections 6.3 through 6.5 remain unchanged.