

PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
2030 McGregor Blvd.
FORT MYERS, FL 33901
Tel: (239) 334-1381

CERTIFICATE OF RECORDATION/AFFIDAVIT

LAKEWOOD HOMES II

1. COMES NOW, the undersigned Affiant, who upon taking an oath affirms as follows:
2. Affiant serves as counsel to Lakewood Single Family Homeowners Association II, Inc. ("Association"),
3. Association is the homeowners association which has the right to enforce the Declaration of Covenants, Conditions and Restrictions for Lakewood Homes II (a/k/a Lakewood Single Family II subdivision), originally recorded at O.R. Book 834, Pages 472 *et seq.*, and thereafter the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 1976, Pages 955, *et seq.*, of the Collier County Public Records, as subsequently amended. The property within the Subdivision is described in the Declaration and the Plat for Lakewood Unit No. 5 recorded in Plat Book 12, Page 66 Collier County Public Records.
4. Affiant prepared the attached "NOTICE OF PRESERVATION OF USE RESTRICTIONS UNDER MARKETABLE RECORD TITLE ACT" ("Notice"), which has been duly executed by Association.
5. Attached as **Exhibit "C"** to the Notice is the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lakewood Homes II and subsequent amendments, which are being preserved and extended pursuant to Florida Statute 712.06(1)(d) (2008) for a period of thirty (30) years from the date of this filing.
6. Affiant, on behalf of Association, also places record notice that other documentation pertaining to the property encumbered by the Notice should be examined in connection with the preservation of the aforementioned Declaration, specifically the following, which are recorded exhibits to the Declaration and incorporated herein by reference:
 - A. Articles of Incorporation Lakewood Single Family Homeowners

- Association II, Inc.
- B. Bylaws of Lakewood Single Family Homeowners Association II, Inc.
- C. Amendments to Declaration recorded in O.R. Book 3645, Page 0463, O.R. Book 3645, Page 0748 and O.R. Book 3844, Page 1417 Public Records of Collier County, Florida.

7. Affiant also records herewith as **Exhibit "D"** to the Notice a list of property owners in the Subdivision as maintained by the Collier County Property Appraiser's Office.

FURTHER AFFIANT sayeth naught.

WITNESSES:

(Sign) *Sandra Carpenter*

(Print) SANDRA CARPENTER

(Sign) *Kelly A. Germanis*

(Print) KELLY A. GERMANIS

Richard D. DeBoest II
Richard D. DeBoest II, Esq.
FL Bar No. 989940

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 16 day of June 2009 by Richard D. DeBoest II. Said person is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Kelly A. Germanis
STATE OF FLORIDA (SEAL)
My Commission Expires:



PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
2030 McGregor Blvd.
FORT MYERS, FL 33901
Tel: (239) 334-1381

**NOTICE OF PRESERVATION OF USE RESTRICTIONS
FOR
LAKEWOOD HOMES II
UNDER MARKETABLE RECORD TITLE ACT**

Pursuant to Chapter 712, Florida Statutes, the undersigned Claimant files this Notice and in support thereof states:

1. The name and address of the entity filing this Notice is **Lakewood Single Family Homeowners Association II, Inc.** (the "Association"), a Florida corporation, not-for-profit, 1016 Collier Center Way, Suite 202, Naples, Florida 33413, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on September 5, 1979, the Association having been organized for the purpose of operating and administering the community known as Lakewood Homes II, pursuant to the recorded covenants pertaining thereto which were originally filed of record on September 26, 1979 at O.R. Book 834, Pages 472 *et seq.* in the Collier County Public Records, and thereafter the amended and restated and recorded on August 15, 1994 in O.R. Book 1976, Page 956, *et seq.* Public Records of Collier County, Florida.

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and all other Lot Owners in the Subdivisions described below and attaches hereto an Affidavit executed by a member of the Board of Directors of the Association affirming that the Board of Directors caused the Statement of Marketable Title Action to be mailed to all members of the Association and Lot Owners and further attaches the original Statement of Marketable Title Action which was mailed to all members of the Association and lot owners as composite Exhibit A.

3. The lands affected by this Notice are depicted and legally described as follows: See Exhibit B.

4. The real property interest claimed under this Notice is the right to preserve those certain use restrictions known as the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Lakewood Homes II recorded on August 15, 1994 in O.R. Book 1976, Pages 956 *et seq.* of the Collier County Public Records, as amended in accordance with the terms, provisions and conditions thereof. The property encumbered by said covenants and restrictions is described in Exhibit B and in the Declaration.

WITNESSES:

(Sign) Patricia Gooby

(Print) Patricia Gooby

(Sign) Lisette Sosa

(Print) Lisette Sosa

LAKEWOOD SINGLE FAMILY
HOMEOWNERS ASSOCIATION
II, INC.

BY: Joanne M. Morris
President of the Association
Joanne Morris

ATTEST: Susan Lubieniecki
Secretary of the Association
Susan Lubieniecki

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 21ST day of JUNE 2009 by Joanne Morris, as President and Susan Lubieniecki as Secretary of LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC., a Florida non-profit corporation, on behalf of said corporation. Said persons are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Tammy M. Graff
STATE OF FLORIDA (SEAL)

My Commission Expires:



**AFFIDAVIT OF MAILING OR HAND DELIVERING OF STATEMENT OF
MARKETABLE TITLE ACTION TO LOT OWNERS**

The undersigned, whose name appears at the bottom of this Affidavit, who after being duly sworn, deposes and says that the Statement of Marketable Title Action approved at the meeting of the Board of Directors of Lakewood Single Family Homeowners Association II, Inc., for preservation of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Lakewood Homes II held on March 17th, 2009 at 7:00 P.M. was mailed or hand delivered to all lot owners at the address listed on the attached sheet in accordance with Florida law.

Acknowledged this 21st day of June, 2009.

LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC.

(SEAL)

By: Joanne M. Morris
Joanne Morris
President

STATE OF FLORIDA)

COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 21st day of June, 2009, by Joanne Morris President of Lakewood Single Family Homeowners Association II, Inc. who is personally known to me or who has produced (type of identification) _____ as identification and who ~~did~~ take an oath.

Tawnya M. Graff
Notary public

Printed name: TAWNIA GRAFF

My commission expires: 2011



STATEMENT OF MARKETABLE TITLE ACTION

LAKEWOOD UNIT 5, PLAT BOOK 12, PAGE 66,

COLLIER COUNTY FLORIDA PUBLIC RECORDS.

Lakewood Single Family Homeowners Association II, Inc., ("Association"), has taken action to insure that the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lakewood Homes II as recorded in O.R. Book 1976, Page 956 and thereafter amended and which were originally recorded on September 26, 1979 in O.R. Book 834, Page 472, all of the Public Record of Collier County, Florida, currently burdening the property of each and every member of the Association and all lots in Lakewood Unit 5 as found in Plat Book 12, Page 66, Public Records of Collier County, Florida and as described in the Declaration of Covenants retain their status as the source of marketable title with regard to the transfer of a member's or lot owner's residence. To this end, the Association shall cause notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Collier County, Florida. Copies of this Notice and its attachments are available through the Association pursuant to the Association's governing documents and the law regarding official records of the Association.



THIS PAGE REPRESENTS THE FIRST PAGE OF THE DOCUMENT RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY AT OFFICIAL RECORDS BOOK 1976, PAGES 955 THROUGH 994. IN REVIEWING THE ONLINE COURT RECORDS, IT APPEARS THAT THE FIRST PAGE OF THE CERTIFICATE OF AMENDMENT, WHICH IS THE FIRST PAGE OF THE DOCUMENT ITSELF, WAS NOT RECORDED AND THAT THE SECOND PAGE (REFERENCED AS O.R. BOOK 1976, PAGE 956) WAS RECORDED TWICE.



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July 18, 1994
Date

LAKEOOD SINGLE FAMILY
HOMEOWNERS ASSOCIATION
II, INC.

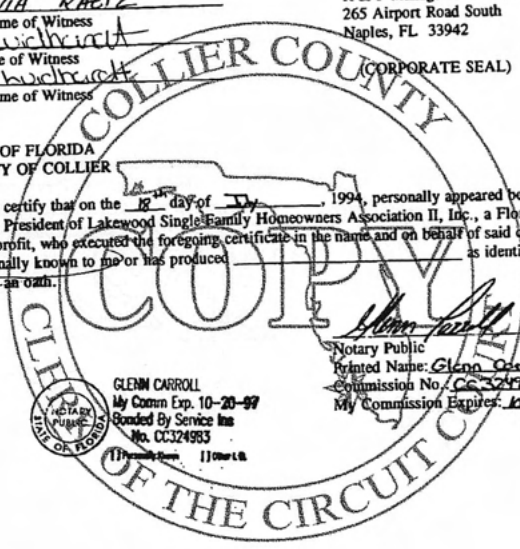
Sylvia Raetz
Signature of Witness
SYLVIA RAETZ
Print Name of Witness
William W. Huff
Signature of Witness
William W. Huff
Print Name of Witness

By: Dennis Huff
Dennis Huff, President
R & P Management Associates
265 Airport Road South
Naples, FL 33942

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

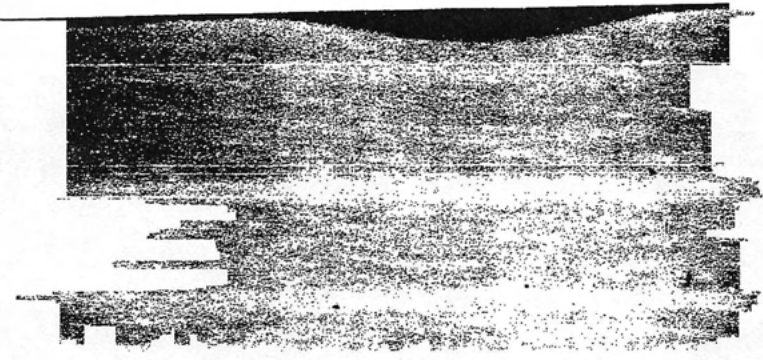
I hereby certify that on the 18 day of July, 1994, personally appeared before me Dennis Huff, as President of Lakewood Single Family Homeowners Association II, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name and on behalf of said corporation. He is personally known to me or has produced _____ as identification and did not take an oath.



GLENN CARROLL
My Comm Exp. 10-20-97
Bonded By Service Inc
No. CC324983
[] Notary Seal [] Other Seal

Glenn Carroll
Notary Public (SEAL)
Printed Name: Glenn Carroll
Commission No. CC 324983
My Commission Expires 10-20-97

This instrument prepared by:
Tamela Eady Wiseman, Attorney at Law
2150 Goodlette Road, Ste. 305
Naples, FL 33940



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(Recording information above this line)

July 18, 1994
Date

LAKEOOD SINGLE FAMILY
HOMEOWNERS ASSOCIATION
II, INC.

Sylvia Raetz
Signature of Witness
SYLVIA RAETZ
Print Name of Witness
Kim Wudhach
Signature of Witness
Kim Wudhach
Print Name of Witness

By: Dennis Huff
Dennis Huff, President
R & P Management Associates
265 Airport Road South
Naples, FL 33942

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on the 18th day of July, 1994, personally appeared before me Dennis Huff, as President of Lakewood Single Family Homeowners Association II, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name and on behalf of said corporation. He is personally known to me or has produced as identification and did not take an oath.



GLENN CARROLL
My Comm Exp. 10-20-97
Bonded By Service Ins
No. CC324983

(1) Personally Known (1) Not Known

Glenn Carroll
Notary Public (SEAL)
Printed Name: Glenn Carroll
Commission No.: CC324983
My Commission Expires: 10-20-97

This instrument prepared by:
Tameia Eady Wiseman, Attorney at Law
2150 Goodlette Road, Ste. 305
Naples, FL 33940

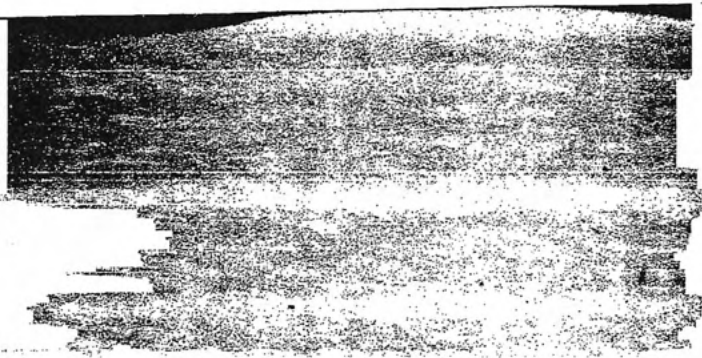
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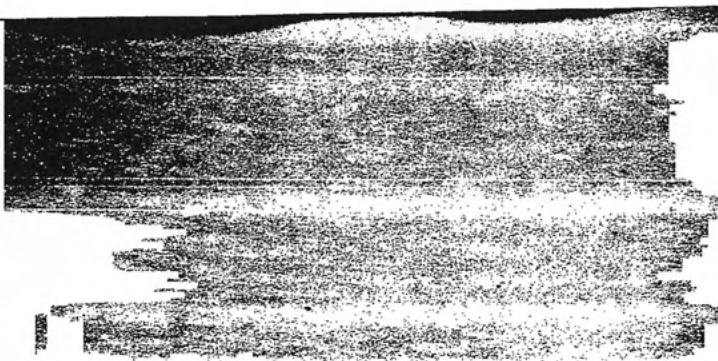
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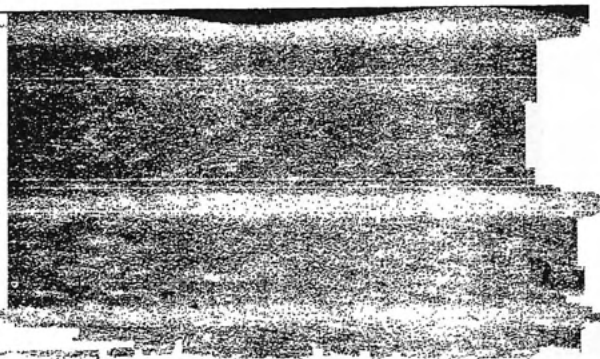
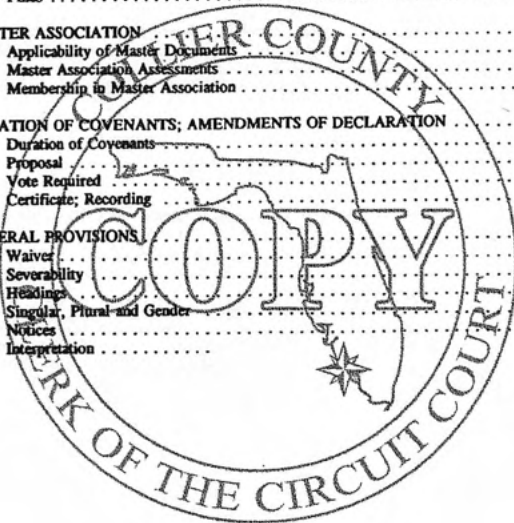
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**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION. FOR PRESENT TEXT
SEE EXISTING DECLARATION.**

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LAKEWOOD HOMES II

KNOW ALL MEN BY THESE PRESENTS:

That heretofore on September 26, 1979, the original Declaration of Covenants, Conditions and Restrictions for Lakewood Homes II (hereinafter the "Properties") was recorded in Official Records Book 834, at Page 472 *et seq.*, of the Public Records of Collier County, Florida. That Declaration of Covenants, Conditions and Restrictions (hereinafter the "Declaration") as it has previously been amended, is hereby further amended in part and is restated in its entirety.

1. **SUBMISSION OF PROPERTY:** This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made by Lakewood Single Family Homeowners Association II, Inc., a Florida corporation not for profit, hereinafter the "Association". The land subject to this Declaration and the improvements located thereon have already been made subject to covenants and restrictions by the original Declaration. No additional property is being made subject to the covenants and restrictions contained herein.

2. **NAME:** The name of the Properties is Lakewood Homes II.

3. **DESCRIPTION OF PROPERTIES:** The land which is subject to this Declaration is legally described as follows:

All of Lakewood Unit No. 5, as per plat thereof recorded in Plat Book 12, page 66, Public Records of Collier County, Florida.

3.1 **Applicability of Declaration.** All property subject to this Declaration shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. All provisions of this Declaration shall be restrictive covenants which run with the land, and are binding upon and inure to the benefit of all present and future Owners of Lots and Living Units. The acquisition of fee simple title to a Lot, or any ownership interest in the Properties, or the lease, occupancy, or use of any portion of a Living Unit, shall constitute an acceptance and ratification of all provisions of this Declaration as it may be amended from time to time, and an agreement to be bound by its terms.

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4. **DEFINITIONS:** All terms and words in this Declaration and its recorded exhibits shall have the meanings stated below unless the context clearly requires otherwise.

4.1 **"Assign"** means to transfer. **"Assignment"** means a transfer. **"Assignee"** is a person to whom an assignment is made.

4.2 **"Association"** shall mean and refer to LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC., a Florida corporation not for profit.

4.3 **"Board"** means and refers to the Board of Directors of the Association.

4.4 **"Declaration"** means and refers to this Declaration of Covenants, Conditions and Restrictions for LAKEWOOD HOMES II, and any amendments hereto.

4.5 **"Devise"** means to dispose of real or personal property by will. A **"Devisee"** is the person to whom the real or personal property is given to by will.

4.6 **"Family"** or **"Single Family"** shall refer to any one of the following:

- (A) One human being.
- (B) Two or more human beings who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.
- (C) Two or more human beings meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others.

The intent of this Section is to preclude more than two (2) persons unrelated by blood, marriage, or adoption from living together in a Living Unit.

4.7 **"Governing Documents"** means and refers to the Master Declaration as well as this Declaration, and the Articles of Incorporation, Bylaws, the Rules and Regulations and the resolutions adopted by the Board of Directors of the Association.

4.8 **"Guest"** means any person who is physically present in, or occupies a Living Unit for a period of not more than three (3) months at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

4.9 **"Homes II Documents"** means this Declaration and the Articles of Incorporation and Bylaws of the Association attached as Exhibits hereto, as they may be amended from time to time.

4.10 **"Institutional Mortgagee"** means the mortgagee or assignee of a mortgage against a Lot or Living Unit, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Lot or Living Unit which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans

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Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Living Unit.

4.11 "Lakewood Homes II" means and refers to the name of the Properties.

4.12 "Lakewood Project" means and refers to that real estate development which is the subject of the Master Declaration.

4.13 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Living Unit for valuable consideration.

4.14 "Living Unit" means and refers to any or all of the residences which are constructed on the Lots, each designed for use and occupancy as a single-family residence.

4.15 "Lot" means one or more of the numbered parcels of land into which the Properties have been subdivided. There are one hundred seventy-nine (179) Lots. Wherever herein the term "Lot" is used, it shall be interpreted as if it were followed by the words "and Living Unit constructed thereon, if any," except where the context clearly requires otherwise.

4.16 "Master Association" means and refers to LAKEWOOD COMMUNITY SERVICES ASSOCIATION, INC., a Florida corporation not for profit, which is responsible for the maintenance and operation of the common areas and improvements within the Lakewood Project, as described in the Master Documents. All Owners of Lots in the Properties shall be Class "C" members of the Master Association.

4.17 "Master Documents" means and refers to the Declaration of Covenants, Conditions and Restrictions for the Lakewood Project as recorded in Official Record Book 581, Pages 692 et seq., Public Records of Collier County, Florida, including all recorded exhibits thereto, as the same may be amended from time to time.

4.18 "Member" means and refers to all persons who are members of the Association as provided in this Declaration, and the Articles of Incorporation and the Bylaws of the Association.

4.19 "Occupant" or "Occupy", when used in connection with a Living Unit, means any person who is physically present in the Living Unit on two or more consecutive days, including staying overnight.

4.20 "Owner" means and refers to any person or persons, entity or entities, who are the record owner of the fee simple title to any Lot in the Properties.

4.21 "Properties" means and refers to all real property which is subject to this Declaration, and includes all one hundred and seventy-nine (179) Lots.

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4.22 "Rules and Regulations" means and refers to administrative rules and regulations governing the appearance of building exteriors and grounds, including driveways and procedures for administering the Association and the Property, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

4.23 "Single Family Residence" means and refers to a Living Unit which is restricted to occupancy only by the owner and his family, guests and lessees as further provided in Sections 4.6 and 10.2 of this Declaration.

4.24 "Structure" means a combination of materials assembled to form a construction for occupancy or for use or ornamentation, whether installed on, above or below the surface of any Lot.

4.25 "Transfer" means any act of the parties, or of the law, by which the title to property is conveyed by one person to another. "Transferor" is one who makes a transfer. "Transferee" is one to whom a transfer is made.

5. **ASSOCIATION; MEMBERSHIP; VOTING RIGHTS:** The administration and management of the Association is by LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

5.1 **Articles of Incorporation:** The Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "A".

5.2 **Bylaws:** The Amended and Restated Bylaws of the Association shall be the Bylaws as attached as Exhibit "B".

5.3 **Membership:** Every person or entity who is a record Owner of a fee interest in any Lot located upon the Properties shall be a Member, provided, however, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be deemed the Owner for purposes of determining voting and use rights. Membership shall become effective upon the recording in the Public Records of a Deed or other instrument conveying legal title to the Lot in the name of the Member. Membership can only be transferred with title to a Lot.

5.4 **Voting Interests:** The Members of the Association are entitled to one (1) vote for each Lot owned by them. The vote of a Lot is not divisible. The total number of votes shall not exceed the total number of Lots subject to this Declaration (179). The right to vote may not be denied because of delinquent assessments. If a Lot is owned by one natural person, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more natural persons who are not acting as trustees, that Lot's vote may be cast by any one of the record Owners. If two or more Owners of a Lot do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If a Lot is owned in trust, the trustee shall cast that Lot's vote. If a Lot is owned by a corporation, any officer of the corporation may cast the vote for the Lot. If a Lot is owned by a partnership, that Lot's vote may be cast by any one of the general partners.

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5.5 Change of Membership. A change of membership in the Association shall be established by the new Owner's membership becoming effective as provided in Section 5.3 above; and the membership of the prior Owner shall thereby be automatically terminated.

5.6 Liability Upon Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

5.7 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person who could cast the vote of such Owner's Lot if present in person at an Association meeting, unless the consent of all record Owners is specifically required.

5.8 Association As Owner of Lots. The Association has the power to purchase Lots and Living Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the Board of Directors.

5.9 Limitation on Liability. The Association shall not be liable for damage caused to Living Units by weather conditions or an act of God or by Owners or other persons.

5.10 Board of Directors. Except as otherwise provided by law or by the Governing Documents, the Association shall act through its Board of Directors and its officers, and no vote of the owners shall be required. The officers and Directors of the Association have a fiduciary relationship to the Members. An Owner does not have the authority to act for the Association by virtue of being an Owner.

5.11 Powers and Duties. The powers and duties of the Association include those set forth in this Declaration, the Articles of Incorporation and the Bylaws. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. If the Association has the authority to maintain a class action, the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of an individual Owner or group of Owners to bring any action which may otherwise be available.

5.12 Delegation of Management. The Association may contract for the management and maintenance of the Properties and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, and enforcement of rules and maintenance, with funds made available by the Association for such purposes. The Board of Directors and its officers shall, however, retain at all times the powers and duties provided in the governing documents.

5.13 Merger. Upon merger or consolidation of the Association with another association as provided in the Association's Articles of Incorporation, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively,

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the properties, rights and obligations of another association may, by operation of law, be added to the Properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with respect to the Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration with respect to the Properties except as such are amended in the manner provided in Section 13 of this Declaration.

6. ASSESSMENTS AND LIENS:

6.1 Creation of Lien and Personal Obligation for Assessments. Each Owner of any Lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (A) the Lot's pro rata share of regular assessments based on the annual budget adopted by the Association, including assessments payable to Lakewood Community Services Association, Inc.;
- (B) the Lot's pro rata share of special assessments for capital improvements or other Association expenditures not provided for by regular assessments, except that no special assessments for nonrecurring expenditures in excess of fifteen percent (15%) of the total annual budget shall be made in any one calendar year without the consent of two-thirds (2/3rds) of the voting interests present and voting at any annual meeting or special meeting called for the purpose; and
- (C) any charges against less than all of the Lots specifically authorized in this Declaration or the Association Bylaws.

Assessments shall be established and collected as provided in Sections 6.5, 6.6, and 6.7 of this Declaration and in the Bylaws of the Association. The regular and special assessments and charges, together with interest, costs, and attorney's fees shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee. Except as provided elsewhere in this Declaration as to the limitations on mortgages, the Owner may not be excused from the payment of assessments unless all Owners are similarly excused.

6.2 Master Association Assessments. The Association shall also have the duty and responsibility to act for the Master Association for collecting and timely remitting to the Master Association any and all assessments and other charges, as further provided in the Master Documents.

6.3 Cable Television. The Board of Directors shall have the authority to enter into a contract for basic cable or satellite television services in bulk for all Living Units, and to assess all Owners of Lots upon which a Living Unit has been constructed for the costs of these services in the manner provided in Section 6.1(C) above.

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6.4 **Share of Assessments.** Each Lot and the Owner thereof shall be liable for an equal one-one hundred and seventy-ninth (1/179th) share of all regular and special assessments.

6.5 **Establishment of Lien.** Any and all assessments levied by the Association in accordance with the provisions of this Declaration or any of the Governing Documents, together with interest at the highest rate allowed by law, late payment penalties, and costs of collection (including, but not limited to reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Lot and Living Unit against which each such Assessment is made, and shall also be the personal obligation of the Owner of each Lot and Living Unit assessed. This lien is superior to any Homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for Assessments, or release the Lot owned by him from the liens and charges hereof, by abandonment of his Lot. The lien shall be effective from and after the recording in the Public Records of the County of a Claim of Lien by the Association setting forth the amount and due date of each unpaid assessment as of the date the Claim of Lien is recorded. A Claim of Lien shall secure payment of all assessments due at the time of recording (including interest, costs and attorney's fees as provided above), as well as all assessments coming due subsequently, until the Claim is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a satisfaction of the lien issued by the Association.

6.6 **Priority of Liens.** The Association's lien for unpaid assessments shall be subordinate and inferior to any recorded first institutional mortgage, unless the Association's Claim of Lien was recorded prior to the mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when recorded. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment coming due after foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section, shall be treated as a special assessment divided equally among, payable by, and assessed against all Lots, including the Lot in to which the foreclosure (or conveyance in lieu of foreclosure) took place.

6.7 **Collection of Assessments.** If any Owner fails to pay any Assessment, or installment thereof, within ten (10) days after the due date, the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

- (A) To charge interest on such Assessment or installment, from the date payment is due until paid, at the highest rate allowed by law, and/or to impose a late payment penalty of twenty-five Dollars (\$25) on each installment. The penalty shall not be considered a fine as provided for in Section 11.2, and the procedural requirements for levying fines set forth therein shall not apply.
- (B) To accelerate the due date for the entire remaining unpaid amount of the regular assessments against the Owner's Lot for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

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(C) To file an action to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the same manner as provided in Section 718.116 of the Florida Condominium Act, as amended from time to time, for the foreclosure of liens on condominium parcels for unpaid condominium assessments.

(D) To bring an action at law for a money judgment against the Owner without waiving any lien foreclosure rights of the Association.

6.8 **Certificate.** The Association shall, within fifteen (15) days of receipt of a written request for same, furnish to any Owner liable for assessments a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether said assessments and any other sums due the Association have been paid. Such certificate may be relied upon by all interested persons except the Owner.

7. **PROPERTY RIGHTS: EASEMENTS:**

7.1 **Partition: Separation of Interests.** The ownership of any Lot and the ownership of the Living Unit constructed thereon (if any) may not be separated or separately conveyed; nor may any person who does not have an ownership interest in at least one Lot and Living Unit hold membership in the Association. Nothing herein shall be construed to prevent judicial partition of any Lot and Living Unit owned by co-tenants.

7.2 **Drainage Lake Easement.** The Drainage Lake Easement shown on the Plat of the Properties shall not have constructed on them any structure, building or any improvement of any nature whatsoever nor shall any fill or other material be placed within the boundaries of the Drainage Lake Easements.

8. **MAINTENANCE: IMPROVEMENTS:**

8.1 **Maintenance of Living Units.** The Owner of each Living Unit shall maintain, repair and replace, at his own expense, all portions of his Living Unit and all improvements constructed on his Lot. The Owner's responsibility shall be to keep the appearance of the Living Unit and Lot and all landscaping and improvements thereon in a condition comparable to when they were new, except for normal wear and tear.

8.2 **Enforcement of Maintenance.** If the Owner of a Lot fails to maintain it as required in Section 8.1 above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot, with or without consent of the Owner. The Association shall have the right to repair any Living Unit which constitutes a danger or nuisance or is negligently or in disrepair, provided that the Lot Owner is given not less than five (5) days notice of the Association's intention to do so which reasonably specifies the proposed action. The Association shall charge the expense of same against the Owner of said Lot, which charge shall be a lien on the Lot which may be foreclosed and shall include the Association's attorney fees and other costs, in connection with said foreclosure.

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8.3 Negligence: Damage Caused by Condition in Living Unit. The Owner of each Living Unit shall be liable for the expenses of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his guests, employees, agents, or lessees; but, unless the negligence is of such character as to evidence gross recklessness or willful or wanton disregard for life or property, the Owner shall be liable only to the extent that such expense is not met by the proceeds of insurance.

9. INSURANCE OF LIVING UNITS: RECONSTRUCTION AFTER CASUALTY:

9.1 Duty to Insure and to Reconstruct. Each Owner shall at all times maintain casualty insurance on his Living Unit and all other insurable improvements in an amount equal to the full replacement cost thereof. If any Living Unit or other improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner of such improvements shall cause repair or replacement to be commenced within sixty (60) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. The Board of Directors in its sole discretion has the authority to extend these time periods in the event a major catastrophe occurs which would prevent an Owner from reasonable compliance. All repairs or replacements made in accordance with this Section must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and appearance of the original improvements, except as otherwise approved by the Board of Directors.

9.2 Failure to Reconstruct. If the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 9.1 above, the Association shall give written notice to the Owner of his default. If after thirty (30) days after the Association has mailed such notice, the Owner has not made arrangements satisfactory to the Board of Directors to meet his obligations, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this Section, which shall be in the sole discretion of the Board of Directors, the Owner of the Lot shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvements. The Association shall have the right to recover from the Owner any costs, including attorney's fees, not paid by insurance, and shall have a lien on the Lot and Living Unit to secure payment.

9.3 Failure to Insure: Association as Additional Insured. For the purpose of this Section 9, the Association may require that any hazard and/or flood insurance policy relating to an Owner's Lot and improvements constructed thereon be in an amount sufficient to finance the repair or replacement of the improvements, taking into account local construction costs and property values as they may, from time to time exist. If an Owner fails or refuses to maintain such insurance coverage deemed reasonably necessary by the Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason, causes the same to become ineffective, the Association may, but is not obligated to, purchase whatever coverage it deems reasonably necessary for the Association's benefit. The Association has the right to require each owner to produce proof of insurance. The costs so incurred by the Association shall become due and payable by the owner in all respects, together with interest, reasonable

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attorney's fees and costs of collection, immediately upon the Association's notifying the Owner, in writing, that it has procured such insurance.

9.4 Association's Right of Entry. For the purpose of performing the duties authorized by Sections 7.3 and 9, the Association, through its duly authorized agents and employees, shall have the right, after reasonable notice to the Owner, to enter upon the Lot during reasonable hours.

10. GENERAL COVENANTS AND RESTRICTIONS:

10.1 ARCHITECTURAL AND AESTHETIC CONTROL: No building, structure or other improvement, including a swimming pool, shall be erected or altered on any Lot, nor shall any grading, excavation, landscaping, or other work which in any way alters the exterior appearance or color of any structure or Lot be performed without the prior written approval of the Board of Directors of the Association. The Board, in its discretion, may delegate its approval powers under this Section to an Architectural Review Committee composed of at least three (3) Lot Owners, appointed by the Board. In obtaining said written approval, the Owner, or the owner's agent, shall comply with all applicable requirements and procedures of the Governing Documents. Refusal of approval of plans and specifications may be based on any reason, including purely aesthetic reasons. Such plans and specifications shall be deemed approved by the failure of the Board or its designated committee to approve or disapprove them within thirty (30) days after they and any additional information reasonably requested by the Board or committee have been submitted for review.

10.2 Residential Use. No Lot or Living Unit shall be used for other than a single family residence. No building other than one single family residence and not over two (2) stories in height shall be erected, altered, placed or permitted to remain on any Lot. For purposes of this Section 10, the term "building" shall mean a structure designed for human habitation or shelter or any structure designed for trade, manufacture, religion, business, education or the like.

10.3 Nuisances. No nuisance or offensive activity or excessively loud noises shall be carried on upon any Lot or in any Living Unit, nor shall any Owner permit or condone any activity on his Lot that is or may reasonably become a source of annoyance or nuisance to other residents.

10.4 Temporary Structures. No temporary structure, including trailer, recreational vehicle, tent or shack shall be used on any Lot at any time as a residence or for sleeping accommodations, either temporarily or permanently.

10.5 Signs. No sign, advertisement or poster (including "for sale" or "for rent" signs) shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the property, except that an "Open House" sign may be displayed, but only during the actual hours of the Open House and only when the selling agent is present.

10.6 Appearance and Refuse Disposal. Each Owner shall keep his Lot clear of trash and debris and shall reasonably maintain his Living Unit. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers or plastic bags within the Living Units or out of public view, except that such containers or bags may be placed near the street the night before or the day of the scheduled refuse removal service. Such containers must be

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returned to their storage area on the day of the service, following said service. No garbage incinerators or burning of trash shall be permitted.

10.7 **Windows.** The addition of storm shutters, awnings and other exterior window coverings shall be subject to the prior written approval of the Board of Directors.

10.8 **Exterior Color.** No Living Unit or driveway shall be changed in exterior color without the prior written approval of the Board of Directors. A listing of acceptable colors is maintained by the Management Company. However, if repainting with the same color is planned, no prior approval by the Board is required. Driveways shall not be resurfaced without prior written approval of the Board of Directors.

10.9 **Fences.** No fence, wall, hedge or other similar structure shall be erected on any Lot, except as originally installed by the Developer or as approved in advance in writing by the Board of Directors. Any such fence, wall, hedge or other similar structure shall at no time exceed five (5) feet in height. Fences located around pool pumping and filtration systems shall be permitted without prior approval of the Board of Directors.

10.10 **Landscaping.** No landscaping that causes a substantial change in the Lot's appearance shall be added, cut down, destroyed or removed without the prior written approval of the Board of Directors. On lake Lots, no trees or other plantings shall be placed so as to materially obstruct the view from nearby or adjoining Lots. No weeds, undergrowth or unsightly growth shall be permitted to grow or remain on the Lot. No artificial grass, plants, stones or other artificial vegetation shall be placed or maintained upon any Lot outside of the Living Unit, without prior written approval by the Board of Directors. Stones along foundation/plantings shall be permitted.

10.11 **Outside Lighting.** No high-intensity lighting which significantly illuminates any adjacent Living Unit shall be placed or utilized upon any Lot without the prior written approval of the Board. Other types of low intensity lighting which do not unreasonably disturb the Owners or other occupants of the Properties shall be allowed.

10.12 **Mailboxes.** All mailboxes shall be in the basic shape of a rectangular box with a sloped roof in conformity with such other mailboxes within the Lakeshore project. They shall be made of wood, mounted on a wooden post painted brown and located within two (2) feet of the paved roadway.

10.13 **Roofs.** All roofs of Living Units shall be of asphalt or fiberglass shingles only unless another material receives prior written approval of the Board of Directors.

10.14 **Post Lanterns.** Post lanterns shall be a standard single pole, single fixture type. The Owner is responsible for the maintenance, repair and replacement of and electricity for the post lantern located on his Lot.

10.15 **Commercial Activities.** Each Living Unit shall be occupied by only one family at any time, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Lot or Living Unit. The use of a Living Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any Owner from maintaining a professional library, from keeping his business or professional records in his Living Unit,

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or from handling his business or professional telephone calls or written correspondence in and from his Living Unit.

10.16 Pets. The Owner of each Living Unit may keep normal domesticated household type pets (such as a cat or a dog) in the Living Unit, provided that no pet may be kept, bred or maintained for any commercial purpose. Any pet must be under direct and immediate voice control, carried under the Owner's arm or leashed at all times while outside of the Living Unit. The Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Properties. No reptiles, amphibians, poultry or livestock may be kept on the Properties.

10.17 Parking and Storage of Vehicles. Owners and occupants of Living Units may not park, store or keep any truck over one (1) ton rating, commercial truck, boat, trailer, truck camper, recreation vehicle, motorcycle, mobile home, motor home, bus, tractor, golf cart, or other vehicle on the Properties overnight outside of garages. However, a personal non-commercial vehicle or a police or emergency vehicle may be parked in the driveway of a Living Unit overnight. Owners and occupants of Living Units and their guests may not park, store or keep any motor vehicle whatsoever on lawn areas, or overnight on roads and streets. Any vehicle which is in wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not, is not permitted except within garages.

10.18 Satellite Dishes, Television and Other Outdoor Antennae. No outdoor satellite dishes, television, radio or other antenna or antenna system may be erected or installed on any Lot or Living Unit, without prior written approval of the Board of Directors.

10.19 Garage Sales. No more than two (2) garage sales per year shall be held on any Lot.

10.20 Drainage. No changes in the elevations of the lands shall be made which will interfere with the drainage or otherwise cause undue hardship to adjoining property.

10.21 Setback Restrictions. No building or other structure, except pool enclosures, shall be erected on any Lot so that its foundation is nearer to the side lot line than seven and one-half (7-1/2) feet or nearer to the front and rear lot lines than twenty-five (25) feet. No pool and its enclosure shall be erected on any Lot so that its foundation is nearer to the side lot lines than seven and one-half (7-1/2) feet or nearer to the front lot line than twenty-five (25) feet or rear lot line than ten (10) feet.

10.22 Clotheslines. No clotheslines or drying yards shall be permitted outside the Living Unit.

10.23 Improvements to Lot Not Requiring Board of Directors Approval. Despite the provisions of Section 10.1 above, the following items may be placed or installed on Lots or Living Units without prior approval of the Board of Directors:

- (A) basketball hoop;
- (B) swing set, provided it is located in the rear yard;
- (C) jungle gym, provided it is located in the rear yard;

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- (D) solar heating panels on the roof of the Living Unit;
- (E) ridge vents;
- (F) ventilation turbines;
- (G) flag pole; or
- (H) garage door replacement.

11. ENFORCEMENT OF COVENANTS: Every Owner shall at all times comply with all of the Governing Documents. All violations of the Governing Documents shall be reported immediately to a member of the Board of Directors. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Board of Directors or its authorized agent shall give the alleged violator written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors of the Association, that person may be fined by the Association for each such failure to comply or other violation.

11.1 Legal Action: Judicial enforcement of these Governing Documents shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, in addition, the Association shall be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents.

11.2 Fines: The Board may impose a fine or fines upon an Owner for failure of the Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents.

- (A) **Notice:** The Board of Directors shall notify the Owner in writing of the nature of the alleged infraction or infractions and penalties to be imposed. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall have the right to present reasons why penalties should not be imposed.
- (B) **Hearing:** The facts of the alleged infractions shall be presented to the Board of Directors, after which the Owner shall have a reasonable opportunity to present his defense and reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner not later than ten (10) days after the Board meeting.
- (C) **Appeal:** Any Owner aggrieved by the decision of the Board of Directors may within seven (7) days of the Board's decision, file an appeal. An appeals committee will be appointed

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by the Board within seven (7) days of the request and shall consist of three (3) non-interested members of the Association who are not Directors or officers. The appeals committee will meet within fifteen (15) days of its appointment, prepare a written determination of the matter, and serve copies on both the Board and the aggrieved person. In no case shall the appeals committee's findings be binding on either Party; however, the Board must meet to reconsider its decision in light of the findings of the appeals committee.

- (D) **Amount of Fine.** The Board of Directors may impose fines in amounts reasonably related to the severity of the offense and deemed adequate to deter future offenses, but in no event shall exceed \$100.00 per offense. Each day of a continuing violation shall be deemed a separate offense.
- (E) **Collection of Fines.** Fines shall be treated as an assessment due to the Association ten (10) days after written notice to the Owner of the imposition of the fine, as provided in 11.2(A) above. The filing of an appeal as provided in 11.2(C) shall postpone the due date until seven (7) days after the written reconsideration of the Board of Directors is mailed to the Owner.
- (F) **Application.** All monies received from fines shall become part of the common surplus.
- (G) **Nonexclusive Remedy.** Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

12. MASTER ASSOCIATION

12.1 **Applicability of Master Documents.** By taking title to a Lot, the Owner becomes subject to the terms and conditions of the Master Documents as they may be amended from time to time.

12.2 **Master Association Assessments.** Pursuant to the Master Documents, the Master Association has the right to assess its members for all expenses which may be incurred by the Master Association in the performance of its duties. These assessments will be collected by the Association as agent for the Master Association and remitted to the Master Association on a timely basis. Pursuant to the Master Documents, if the Association fails to remit assessments to the Master Association, the Master Association will have a lien on each Lot.

12.3 **Membership in Master Association.** In accordance with the provisions of the Articles of Incorporation of the Master Association, all Owners are automatically and irrevocably Class "C" members of the Master Association. Notwithstanding such membership, only representative members, known as the Class A member-representatives, shall be entitled to vote on behalf of all members of this Association, at meetings of the members of the Lakewood Community Services Association, Inc.

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13. DURATION OF COVENANTS: AMENDMENT OF DECLARATION:

13.1 Duration of Covenants. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Master Association, and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on September 26, 2029 (the fiftieth (50th) anniversary of the date of recordation of the original Declaration of Covenants, Conditions and Restrictions for Lakewood Homes II). Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods unless an instrument signed at any time by the then owners of two-thirds (2/3rds) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Written notice of the proposed agreement must be sent to every Owner at least thirty (30) days in advance of the meeting at which the question of such change is to be decided. Any such agreement to change shall become effective when recorded in the Public Records of Collier County, Florida.

13.2 Proposal. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition signed by at least forty-five (45) of the voting interests. The proposed amendments must be submitted to a vote of the Owners not later than the next annual meeting.

13.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended by concurrence of at least two-thirds (2/3rds) of the voting interests, provided that notice of each proposed amendment has been given to the members in accordance with law. Notice of proposed amendments shall be in the form specified in Chapter 718, Florida Statutes, for amendments to a Declaration of Condominium. No amendment shall change the Owner's share of liability for assessments or voting rights unless the Owner consents to the amendment.

13.4 Certificate Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President or Vice President of the Association with the formalities of a deed. The certificate must also set forth the legal description of the Properties. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. A copy of the recorded amendment shall be sent by the Board of Directors to the Owners of each Lot.

14. GENERAL PROVISIONS:

14.1 Waiver. Any waiver by the Association of any provisions of this Declaration or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

14.2 Severability. If any section, subsection, sentence, clause, phrase or portion of this Declaration or any of its recorded exhibits, for any reason, is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.

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14.3 **Headings.** The headings of any Sections herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

14.4 **Singular, Plural and Gender.** Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

14.5 **Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The Owner bears the responsibility for notifying the Association of any change of address.

14.6 **Interpretation.** The Board of Directors is responsible for interpreting the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association. Such interpretation shall be binding upon all parties. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

IN WITNESS WHEREOF, the Association has executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions the day and year first above written.

Signed in the presence of:

LAKEWOOD SINGLE FAMILY
HOMEOWNERS ASSOCIATION II,

Witnesses:

[Signature]
Signature of Witness

[Signature]
Printed Name of Witness

[Signature]
Signature of Witness

[Signature]
Printed Name of Witness

By: *[Signature]*
Dennis Huff, President
245 Airport Road South
Naples, FL 33942

STATE OF FLORIDA
COUNTY OF COLLIER

(Corporate Seal)

I hereby certify that on the 18th day of July, 1994, personally appeared before me Dennis Huff, as President of Lakewood Single Family Homeowners Association II, Inc., a Florida corporation, who executed the foregoing certificate in this name and on behalf of said corporation. He is personally known to me or has produced (type of identification) as identification and did not take an oath.



GLEN CARROLL
My Comm. Exp. 10-27-97
Banded by Service Inc.
No. 00324983

Notary Public *[Signature]* (SEAL)
Printed Name: Glen Carroll
Commission No. 00324983
My Commission Expires: 10-27-97

Declaration
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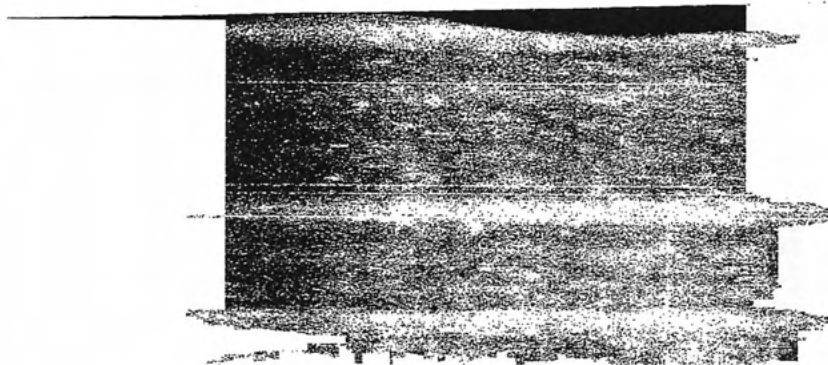
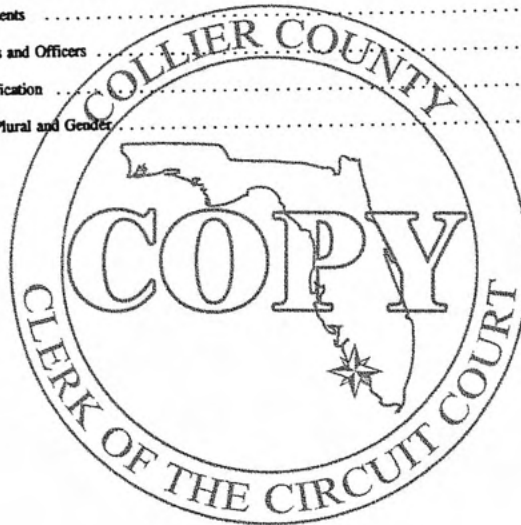
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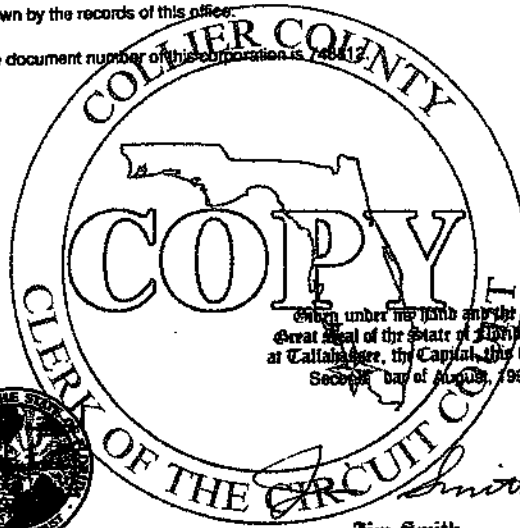
State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on July 29, 1994, for LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 720412.



Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Second day of August, 1994.



CR2022 (2-81)

Jim Smith
Jim Smith
Secretary of State

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NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION. FOR
PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

SECOND AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC.

Pursuant to Section 617.0201(4), Florida Statutes (1991), these Articles of Incorporation of Lakewood Single Family Homeowners Association II, Inc., a Florida corporation not for profit which was originally incorporated under the same name on September 5, 1979 were amended and restated in their entirety on July 14, 1983, and are hereby amended and restated again in their entirety. All amendments included herein have been adopted pursuant to Section 617.0201(4), Florida Statutes (1991), and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.0201(4), Florida Statutes (1991), and the omission of matters of historical interest.

NAME: The name of the corporation is LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC., sometimes hereinafter referred to as the "Association".

PRINCIPAL OFFICE: The principal office of the corporation shall be at 265 Airport Road South, Naples, Florida 33942, or such other place as the Board of Directors may designate.

PURPOSE AND POWERS: This is a non-profit corporation formed for the purpose of establishing a corporate residential neighborhood homeowners association which, subject to a Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") originally recorded in the Public Records of Collier County, Florida, at O.R. Book 834 at Page 322 et seq., has the powers described herein. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles and with the said Declaration, and shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential neighborhood, subject to the said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

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1. To make, amend and enforce reasonable rules and regulations governing the operation of the Association;
 2. To sue and be sued, and to enforce the provisions of the Declaration, these Articles, and the Bylaws of the Association;
 3. To contract for the management of the Association and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;
 4. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Association;
 5. To borrow or raise money for any purposes of the Association, without limit as to amount, provided that at least one hundred twenty (120) of the voting interests first approve of any such borrowing; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, by mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association;
 6. To participate in mergers and consolidations with other non-profit corporations organized for the same purpose or to annex additional residential property or common area, provided that any such merger, consolidation or annexation shall have the assent of one hundred twenty (120) of the voting interests;
 7. To reasonably assist the Lakewood Community Services Association, Inc., in the administration and enforcement of the Declaration of Covenants, Conditions and Restrictions for the Lakewood Project as the same is more particularly set forth in O. R. Book 581, Page 692 et seq. of the Public Records of Collier County, Florida, as amended from time to time.
 8. To exercise any and all powers, rights and privileges which a corporation organized under Chapter 617 of Florida Statutes may now or hereafter have or exercise, subject always to the Declaration as amended from time to time; and
 9. To maintain the official records of the Association and make them available for inspection by Owners as required by law.
- All funds and the title to all property acquired by the Association shall be held for the benefit of the owners in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws. This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors.

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ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and Voting Rights shall be as set forth in Section 5 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC., to which a copy of these Articles is attached as Exhibit "A", and the Bylaws of the Association, attached as Exhibit "B".

ARTICLE V

TERM; DISSOLUTION: The term of the Association shall be perpetual. The Association may be dissolved with the assent given in writing and signed by not less than one hundred and twenty (120) of the voting interests. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI

BYLAWS: The Bylaws of the Association may be altered, amended or rescinded in the manner provided therein.

ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

1. **Proposal.** Amendments to these Articles shall be proposed by a majority of the Board or upon petition of at least forty-five (45) of the voting interests, and shall be submitted to a vote of the owners not later than the next annual meeting.
2. **Vote Required.** These Articles of Incorporation may be amended by vote of two-thirds (2/3rds) of the voting interests present and voting at any annual or special meeting, or by approval in writing of at least ninety (90) of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a copy of the proposed amendment.
3. **Effective Date.** An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida. A copy of the recorded amendment shall be mailed by the Board of Directors to the Owners of each Lot.

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ARTICLE VIII

DIRECTORS AND OFFICERS:

1. The Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors.
2. Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
3. The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.
4. In accordance with Article III of the Articles of Incorporation of Lakewood Community Services Association, Inc., and as further provided in the Bylaws of the Association, the Board of Directors shall annually designate a representative of the Association as a Class A member-representative of Lakewood Community Services Association, Inc. Said member-representative shall be an officer or director of the Association and preferably, but not necessarily, its President.

ARTICLE IX

INDEMNIFICATION:

The Association shall indemnify every Director and every officer of the Association against all expenses and liabilities including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. (The foregoing right of indemnification shall not apply to:

- (1) Gross negligence or willful misconduct in office by any Director or officer.
- (2) Any criminal action, unless the Director or officer acted in good faith and in a manner reasonably believed was in, or not opposed to, the best interest of the Association, and had no reasonable cause to believe his action was unlawful.

To the extent that a Director or officer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsection (1) or subsection (2), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

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ARTICLE X

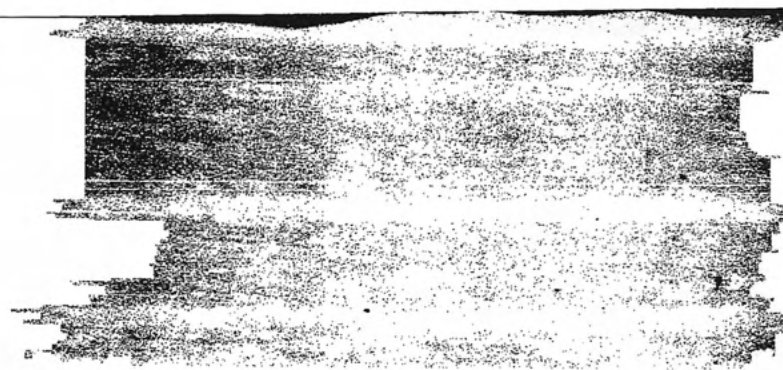
SINGLE, PLURAL AND GENDER: Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.



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CERTIFICATE

The undersigned, being the duly elected President of Lakewood Single Family Homeowners Association II, Inc., hereby certifies that the foregoing were approved by at least two-thirds (2/3rds) of the voting interests present and voting at the special meeting held on the May 24, 1994, and reconvened on June 28, 1994, after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment. The foregoing both amend and restate the amended Articles of Incorporation in their entirety. The number of votes cast was sufficient for their amendment.

Executed this 19th day of July, 1994.

LAKESWOOD SINGLE FAMILY
HOMEOWNERS ASSOCIATION II, INC.

By: Dennis Huff
Dennis Huff, President

Attest:

Patricia Decker
Patricia Decker, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on the 19th day of July, 1994, personally appeared before me Dennis Huff and Patricia Decker, as President and Secretary, respectively, of Lakewood Single Family Homeowners Association II, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name and on behalf of said corporation. They are personally known to me or have produced as identification and did not take an oath.

Signature of Notary Public Glenn CarrollPrinted Name: Glenn CarrollCommission No.: CC 324983My Commission Expires: 10-27-97

(SEAL)



GLENN CARROLL
My Comm Exp. 10-20-97
Bonded By Service Ins
No. CC 324983

1) Florida, 2) Other U.S.

THE CIRCUIT COURT

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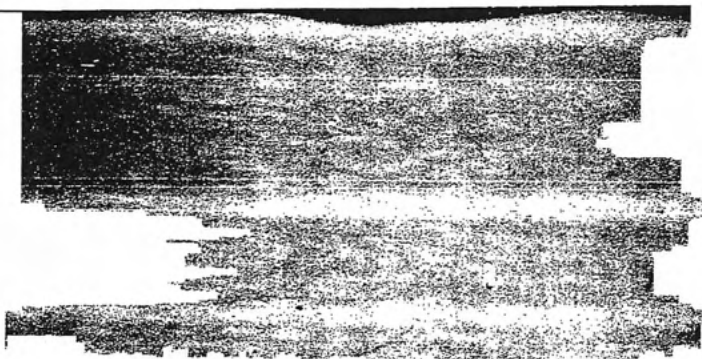
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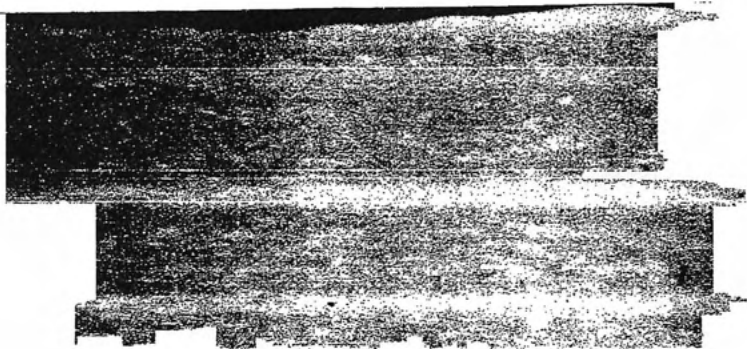
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NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR PRESENT TEXT SEE EXISTING BYLAWS.

AMENDED AND RESTATED

BYLAWS

OF

LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC.

1. **GENERAL:** These are the Amended and Restated Bylaws of LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of serving as a residential neighborhood homeowners' association.

1.1 **Principal Office.** The principal office of the Association shall be at 265 Airport Road South, Naples, Florida 33942 or at such other location as the Board of Directors may designate.

1.2 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 **Definitions.** The definitions for various terms used in these Bylaws shall be as set forth in Section 4 of the Declaration of Covenants, Conditions and Restrictions for LAKEWOOD HOMES II (the "Declaration"), to which these Bylaws are attached as Exhibit "B".

2. **MEMBERS; VOTING RIGHTS:** The members of the Association and their voting rights shall be as set forth in Section 5 of the Declaration.

3. **MEMBERS' MEETINGS; VOTING:**

3.1 **Annual Meeting.** The members shall meet at least once in each calendar year and such meeting shall be the annual meeting. The annual meeting shall be held in Collier County, Florida, each year during the month of February at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. The Board of Directors, by majority vote, may change the month in which the annual meeting is held.

3.2 **Special Members' Meetings.** Special members' meetings must be held whenever called by: 1) the President, 2) by a majority of the Board of Directors, or 3) by a written petition signed by at least twenty (20) of the voting interests. Business at any special meeting shall be limited to the items specified in the notice of meeting.

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3.3 Notice of Meetings. Notice of all members' meetings must state the time, date, and place of the meeting. The notice must be mailed to each member at his address as it appears on the books of the Association, or may be furnished by personal delivery. The member bears the responsibility for notifying the Association of any change of address. The notice must be mailed or delivered at least fourteen (14) days prior to the date of the meeting. Notice of the annual meeting shall be sent by first class mail to each owner, and an affidavit of the person making such mailing shall be retained in the Association records as proof of such mailing.

3.4 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of owners. A copy of the up-to-date roster shall be available to any owner upon request.

3.5 Quorum. A quorum at a members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least forty-five (45) [twenty-five percent (25%)] of the votes of the entire membership.

3.6 Vote Required. The acts approved by a majority of the votes cast at a meeting at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a higher vote is required by law or by any provision of the Governing Documents.

3.7 Proxies. To the extent lawful, any owner entitled to attend and vote at a meeting of the members may establish his presence and vote by proxy. Proxies may not be used in electing Directors. Proxies used for all substantive matters for which Chapter 617, Florida Statutes, requires or permits a vote of the members, shall be "limited proxies" that do not allow the proxyholder to decide how the proxy shall be voted. A proxy is valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy is valid longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person who executed it. To be valid, a proxy must be in writing, specify the date, time and place of the meeting for which it is given, and be signed by a person authorized to cast the vote for the Lot. The signature must be dated. The original must be delivered to the Association at or before the appointed time of the meeting or reconvening thereof. Holders of proxies need not be members. No proxy may name more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person as proxyholder.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, which continuance shall not be more than thirty (30) days from the originally scheduled meeting. A written notice of the time and place of the reconvened meeting shall be sent to each owner at least five (5) days before the meeting.

3.9 Order of Business. The order of business at members' meetings shall be substantially as follows:

- A. Call of the roll or determination of quorum.
- B. Reading or disposal of minutes of last meeting.
- C. Reports of Officers.
- D. Reports of Committees.

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- E. Unfinished Business.
- F. New Business.
- G. Adjournment.

3.10 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a business-like manner, in a book or books, and must be available for inspection by members or their authorized representatives at all reasonable times.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of Parliamentary Procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Action by Members Without Meeting. Except for the holding of the annual meeting, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents (or ballots) expressing approval of the action proposed to be taken are signed and returned by sixty (60) of the voting interests. If the requisite number of written consents is received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all members. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law. If the vote is taken by the method described in this Section 3.12, the list of Lot Owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

3.13 Voting at Meetings of Master Association Member Representatives. In accordance with Article III of the Articles of Incorporation of Lakewood Community Services Association, Inc., the Board of Directors shall appoint one person annually as a Class A member representative to the Master Association. Said person shall be an officer or director of this Association and preferably, but not necessarily, its President. Such member representative shall thereupon become a member of the Master Association and shall be the representative of this Association. The member representative shall attend all meetings of the Master Association and shall cast all votes of the members of this Association on any and all questions which may arise, which votes may be cast in a block or divided to accurately reflect the opinions of his constituency.

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 as explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be seven (7). All Directors shall be elected for three (3) year staggered terms. A Director will serve until his successor is duly elected unless he sooner resigns, or is removed as

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provided in 4.5 below. Directors shall be elected by the members in accordance with Section 4.3, or in the case of a vacancy, as provided in 4.4 below.

4.2 **Qualifications.** Each Director must be a member or the spouse of a member. No person shall be elected or appointed for successive terms totalling greater than three (3) years, unless there occurs a hiatus of at least eleven (11) months between terms. Initial appointments for less than one (1) year shall be excluded from consideration in determining the total number of years served.

4.3 **Nominations, Balloting and Elections.** Each year the members shall elect as many Directors as there are regular terms of Directors expiring or vacancies to be filled. Annually, the Board of Directors shall appoint a combined Nominating Committee and Election Committee to be comprised of not more than five (5) Association members. This Committee shall present to the Board of Directors a list of candidates no later than ninety (90) days prior to the annual meeting. To the extent possible, the candidate list should consist of at least two (2) nominees for each vacancy to be filled. All balloting for regular elections shall be by mail and no proxies shall be used in the election of Directors. In the election of Directors, there shall be apportionment to each Lot as many votes for Directors as there are Directors to be elected. No member may cast more than one (1) vote for any person who is a candidate for Director, it being the intent hereof that voting for Directors shall be non-cumulative. A ballot listing the names of the candidates shall be sent to the members no later than forty-five (45) days prior to the annual meeting. Each ballot shall list the names of the candidates and provide spaces for write-in votes. Each ballot must be cast by the person entitled to vote for each lot. The Election Committee shall establish procedures to ensure the validity and secrecy of each ballot cast. Ballots must be returned to the Election Committee no later than seven (7) days prior to the annual meeting. The Election Committee shall count the ballots, and the candidate receiving the highest number of votes shall be declared elected, except that a run-off election shall be held between only those candidates who have tied. Only those persons attending the annual meeting shall vote to break the tie. The results of the election shall be announced at the annual meeting. The ballots shall be held by the Association for ninety (90) days following the annual meeting and shall then be destroyed.

4.4 **Vacancies on the Board.** Except as provided in Section 4.5 below, if a vacancy occurs on the Board of Directors, a majority of the remaining Directors, though less than a quorum, shall promptly appoint a successor or successors who shall hold office for the balance of the term. Any Director who misses two (2) or more consecutive Board meetings shall, upon a vote by a majority of all Directors, be considered to have resigned from the Board effective as of the date of the Board vote. Such power shall be discretionary rather than mandatory with the Board. If the Board of Directors is unable to fill Board vacancies sufficient to constitute a quorum, the Owner of any Lot, in accordance with law, may petition the appropriate Circuit Court for the appointment of a Receiver to manage Association affairs until such time as a quorum can be achieved.

4.5 **Removal of Directors.** Any or all Directors may be removed with or without cause by ninety (90) of the voting interests, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed. If a special meeting is called by a petition of twenty (20) of the voting interests for the purpose of removal, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of

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the meeting is given. If removal is accomplished by a meeting, any vacancies created thereby shall be filled by the members at the same meeting.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within thirty (30) days after the election of new Directors.

4.7 Regular Meetings. Regular meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by a majority of the Directors. At least two (2) meetings shall be held each calendar year. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least five (5) days prior to the day named for such meeting.

4.8 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of at least two (2) of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

4.9 Notice to Owners. All meetings of the Board of Directors shall be open to members, and notices of meetings shall be posted in a conspicuous place on the Properties at least forty-eight (48) hours in advance, except in an emergency.

4.10 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.11 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of four (4) Directors. Members of the Board of Directors may participate in any meeting of the Board or meetings of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.12 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents. Directors may not vote by proxy at Board meetings.

4.13 Presumption of Assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest.

4.14 Adjourned Meetings. The majority of those present at any meeting of the Board of Directors, regardless of whether a quorum has been attained, may adjourn the meeting from time to time. At any adjourned meeting, providing a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Bylaws
-5-

EXHIBIT "B"

Alton, Knauden, DeBoest, Edwards & Roberts, F.A. • 2150 Goodlette Road, Suite 305 • Naples, Florida 33940

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OR BOOK

PAGE

4.15 Presiding Officer. The President of the Association, or in his absence, the Vice President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.16 Directors' Fees and Reimbursement of Expenses. No compensation or fees shall be paid to the Directors for services as a Director. Directors may be reimbursed for any reasonable expenditures incurred for the benefit of the Association upon approval of the President, or in the case of expenditures by the President, upon approval of the Vice President.

4.17 Committees. The Board of Directors may appoint such standing or temporary committees as the Board may deem necessary and convenient for efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it by the Board, and can be disbanded at any time by the Board.

5. OFFICERS:

5.1 Officers and Elections. The executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary, all of whom shall be Directors and be elected annually at the organizational meeting by a majority of the Board of Directors. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. (Any officer may be removed with or without cause at any meeting by the vote of a majority of all Directors.)

5.2 President. The President shall be the chief executive officer of the Association; 1) he shall preside at all meetings of the members and Directors; 2) shall be an officer-a member of all standing committees; 3) shall have general and active management of the business of the Association; 4) shall see that all orders and resolutions of the Board are carried into effect; and 5) shall execute bonds, mortgages and other contracts and documents requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and he shall perform such other duties as the Board of Directors shall prescribe.

5.4 Secretary. The Secretary: 1) shall attend all meetings of the Board of Directors and all meetings of the members; 2) shall record all votes and the minutes of all proceedings in a book to be kept for that purpose; 3) shall perform like duties for the standing committees when required; 4) shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors; 5) shall perform such other duties as may be prescribed by the Board or the President; 6) shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it; and 7) shall be responsible for the proper recording of all duly adopted amendments to the Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

Bylaws

EXHIBIT "B"

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000992

OR BOOK

PAGE

5.5 Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

5.6 Compensation of Officers. No compensation shall be paid to any member for services as an officer of the Association.

6. FISCAL MATTERS: The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its accounts in such federally insured financial institutions in the State of Florida as shall be designated by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investments.

6.2 Accounts of the Association. The Association shall maintain a set of accounting books in which there shall be an account for each Lot. Such account shall designate the name and mailing address of the Owner of each Lot, the amount of each assessment or charge against the Owner of each Lot, the due date thereof, all amounts paid, and the balance due.

6.3 Budget. During December of each year the Board of Directors shall adopt a budget for the next fiscal year. A copy of the proposed budget shall be sent to all members together with notice of the meeting at which the budget will be adopted, at least thirty (30) days before the date of the meeting. The proposed budget shall be detailed, and shall show amounts budgeted by accounts and expense classifications.

6.4 General Reserves. The Board may establish in the budget one or more reserve accounts for contingencies or unbudgeted operating expenses. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be reserved shall be shown in the annual budget. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid in quarterly installments in advance, due on the first day of January, April, July and October of each year. Written notice of quarterly installments for the year shall be sent to the members at least fifteen (15) days prior to the due date of the first quarterly installment. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each unit's next due quarterly installment.

Bylaws
-7-

EXHIBIT "B"

Allen, Kamden, DeBoer, Edwards & Roberts, P.A. • 2150 Goodlette Road, Suite 205 • Naples, Florida 33960

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OR BOOK

PAGE

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. Any assessment or installment thereof not paid within ten (10) days after the due date shall be deemed delinquent. The total of all special assessments made in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including reserves, unless two-thirds (2/3rds) of the voting interests present, in person or by proxy, and voting at an annual or special meeting called for the purpose so approve. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

6.7 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all Directors and employees of the Association handling or responsible for Association funds, shall be bonded in such amounts as may be required by the Board of Directors. The premiums on such bonds shall be paid by the Association.

6.8 Financial Information. Annually, the Board shall prepare and distribute a financial statement showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and an income and expense statement for the year, detailed by accounts. Copies of these statements shall be furnished to the owner of each Lot.

6.9 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Board of Directors, shall be made by a certified public accountant, and its copy of the audit report shall be available to all members.

6.10 Application of Payments and Commingling of Funds. All monies collected by the Association may be commingled in a single fund or divided into two or more funds, as determined by the Board of Directors. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and regular or special assessments, in such manner and amounts as the Board of Directors may determine.

6.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations prescribed in the Internal Revenue Code of the United States of America.

6.12 Official Records. The Board of Directors shall maintain official records of the Association and make such records available for inspection by Owners, to the extent required by law.

7. RULES AND REGULATIONS: USE AND RESTRICTIONS: The Board of Directors may adopt and amend administrative rules and regulations governing the operation of the Association. The Board of Directors shall have the power to levy fines, as further specified in Section 123 of the Declaration, for violations of the rules and regulations.

8. AMENDMENT OF BYLAWS: Amendments to these Bylaws may be proposed and adopted in the following manner.

Bylaws

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EXHIBIT "B"

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OR BOOK

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8.1 **Proposal.** Amendments to these Bylaws may be proposed by a majority of the Board or upon written petition signed by at least twenty (20) of the voting interests.

8.2 **Procedure.** Upon any amendment or amendments to these Bylaws being proposed by the Board or owners, such proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual or special meeting for which proper notice can be given. The notice shall set forth the full text of the proposed amendment.

8.3 **Vote Required.** These Bylaws may be amended by concurrence of two-thirds (2/3rds) of the voting interests present and voting at any annual or special meeting, provided that written notice of any proposed amendment has been given to the Members. Amendments may be adopted without a meeting by following the procedure set forth in Section 3.12 of these Bylaws.

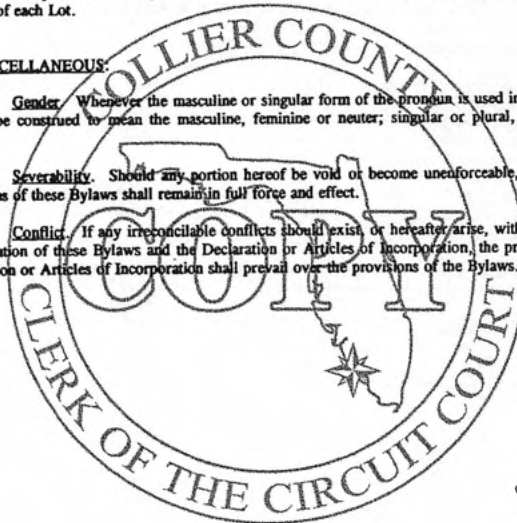
8.4 **Certificate.** A copy of each amendment to these Bylaws shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. The certificate must identify the book and page of the Public Records where the Declaration is recorded, and the legal description of the Properties. A copy of the recorded amendment shall be furnished to the Owners of each Lot.

9. **MISCELLANEOUS:**

9.1 **Gender.** Whenever the masculine or singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

9.2 **Severability.** Should any portion hereof be void or become unenforceable, the remaining provisions of these Bylaws shall remain in full force and effect.

9.3 **Conflict.** If any irreconcilable conflicts should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of the Bylaws.



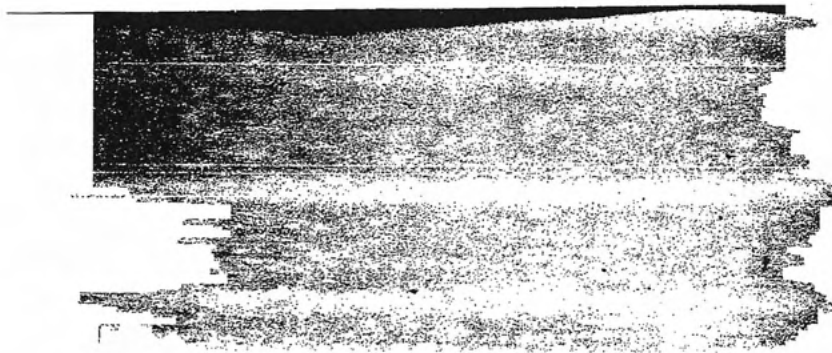
Recorded and Certified
to Official Records of
COLLIER COUNTY, FLORIDA
DWAYNE E. BROCK, CLERK

Bylaws

-9-

EXHIBIT "B"

Allen, Kaudern, DeBeest, Edwards & Roberts, P.A. • 2150 Goodlette Road, Suite 305 • Naples, Florida 33940



**CERTIFICATE OF ADOPTION OF AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC.**

Lakewood Single Family Homeowners Association II, Inc. does hereby certify that, pursuant to Article 13 of the Declaration of Covenants, Conditions and Restrictions of Lakewood Single Family Homeowners Association II, Inc., as originally recorded in Official Records Book 834, Page 472 et seq, Public Records of Collier County, Florida, and subsequently amended and recorded in Book 1976, Page 0955, et seq, Public Records of Collier County, Florida, the attached amendment to said Declaration, attached as Exhibit "A", was duly adopted as an amendment by concurrence of at least two-thirds (2/3) of the voting interests in Lakewood Single Family Homeowners Association II, Inc.

The President and Secretary of Lakewood Single Family Homeowners Association II, Inc. do hereby certify that they have read this certificate and amendment, and that said amendment was duly adopted and that it is a true and correct recital of same.

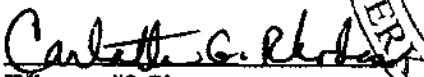
IN WITNESS WHEREOF, we herein set out hands and seals this 10th day of September, 2004



Witness #1 Signature

Lee Wheeler

Witness #1 Printed Name



Witness #2 Signature

Carlotta G. Rhodes

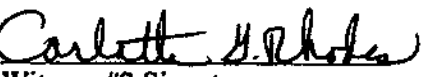
Witness #2 Printed Name



Witness #1 Signature

Lee Wheeler

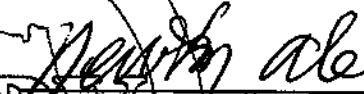
Witness #1 Printed Name




Witness #2 Signature

Carlotta G. Rhodes

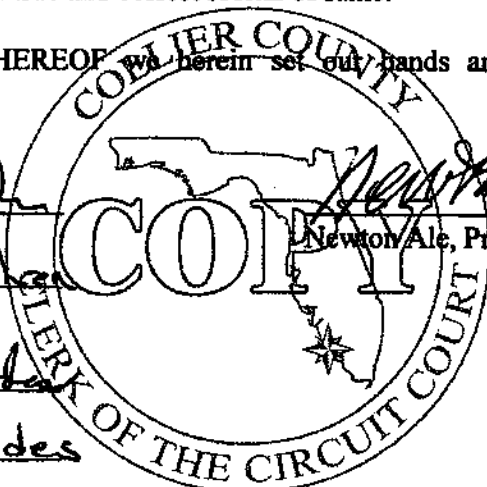
Witness #2 Printed Name



Newton Ale, President



May Bock, Secretary



3476754 OR: 36 PG: 0463

RECORDED In the OFFICIAL RECORDS of COLLIER COUNTY, FL
09/20/2004 at 09:25AM DWIGHT E. BRUCE, CLERK

Retn:

LAKEWOOD SINGLE FAMILY
12709 TAMiami TRl B
Naples FL 34113

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 10th day of September, 2004, by Newton Ale, President of Lakewood Single Family Homeowners Association II, Inc., who is personally known to me or who produced _____ as identification.



Carlotta G Rhodes
My Commission DD133802
Expires August 27 2008

Carlotta Rhodes
NOTARY PUBLIC
My Commission Expires:

[SEAL]

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 10th day of September, 2004, by May Beck, Secretary of Lakewood Single Family Homeowners Association II, Inc., who is personally known to me or who produced _____ as identification and who took an oath.



Carlotta G Rhodes
My Commission DD133802
Expires August 27 2008

Carlotta G. Rhodes
NOTARY PUBLIC
My Commission Expires:

[SEAL]

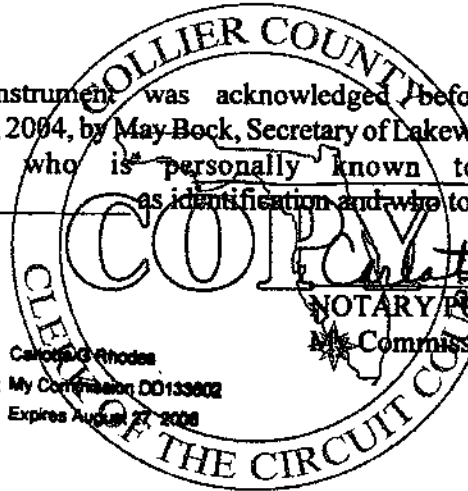


EXHIBIT "A"
AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC.

10.12 OF THE COVENANTS:

From:

~~10.12 Mailboxes: All mailboxes shall be in the basic shape of a rectangular box with a sloped roof in conformity with such other mailboxes within the Lakewood project. They shall be made of wood; mounted on a wooden post, painted brown and located within two feet of the paved roadway.~~

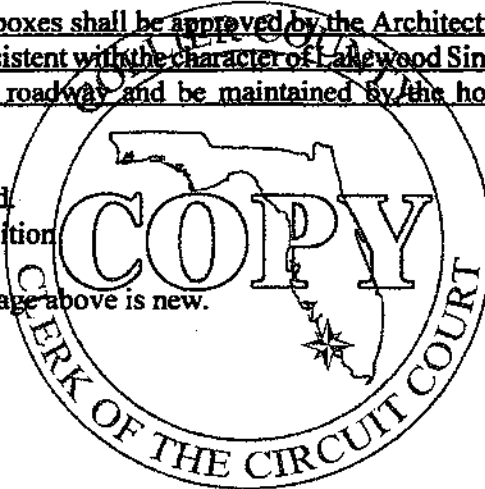
To:

10.12 Mailboxes: All mailboxes shall be approved by the Architectural Review Committee, be of a type and construction consistent with the character of Lakewood Single Family II, be located within two (2) feet of the paved roadway and be maintained by the homeowner to complement the neighborhood.

Stricken language is deleted.

Underlined language is addition.

All of the underlined language above is new.



**CERTIFICATE OF ADOPTION OF AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC.**

Lakewood Single Family Homeowners Association II, Inc. does hereby certify that, pursuant to Article 13 of the Declaration of Covenants, Conditions and Restrictions of Lakewood Single Family Homeowners Association II, Inc., as originally recorded in Official Records Book 834, Page 472 et seq, Public Records of Collier County, Florida, and subsequently amended and recorded in Book 1976, Page 0955, et seq, Public Records of Collier County, Florida, the attached amendment to said Declaration, attached as Exhibit "A", was duly adopted as an amendment by concurrence of at least two-thirds (2/3) of the voting interests in Lakewood Single Family Homeowners Association II, Inc.

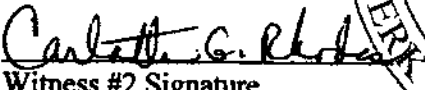
The President and Secretary of Lakewood Single Family Homeowners Association II, Inc. do hereby certify that they have read this certificate and amendment, and that said amendment was duly adopted and that it is a true and correct recital of same.

IN WITNESS WHEREOF we herein set our hands and seals this 10th day of September, 2004



Witness #1 Signature

Lee Wheeler
Witness #1 Printed Name



Witness #2 Signature

Carletha G. Rhodes
Witness #2 Printed Name



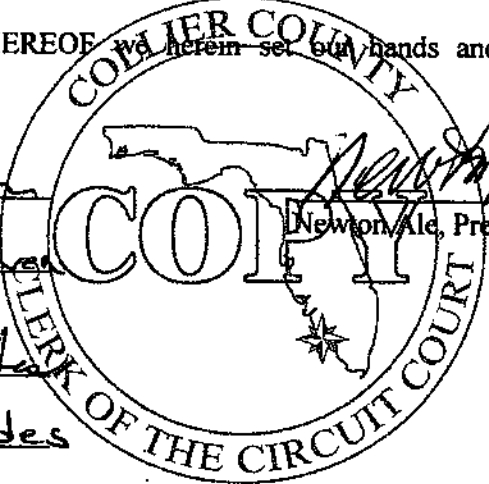
Witness #1 Signature

Lee Wheeler
Witness #1 Printed Name



Witness #2 Signature

Carletha G. Rhodes
Witness #2 Printed Name




Newton Ale, President


May Bock, Secretary



27.00

RUC FRI

3476821 OR: 3645 PG: 0748

RECORDED IN THE OFFICIAL RECORDS OF COLLIER COUNTY, FL
09/29/2004 at 08:48AM DWIGHT A. BROCK, CLERK

Reto:
WILLIAM G MORRIS
PICK UP

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 10th day of September, 2004, by Newton Ale, President of Lakewood Single Family Homeowners Association II, Inc., who is personally known to me or who produced _____ as identification.



Carlotta G Rhodes
My Commission DD133802
Expires August 27 2008

[SEAL]

Carlotta G Rhodes
NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 10th day of September, 2004, by May Bock, Secretary of Lakewood Single Family Homeowners Association II, Inc., who is personally known to me or who produced _____ as identification and who took an oath.



Carlotta G Rhodes
My Commission DD133802
Expires August 27 2008

[SEAL]

Carlotta G Rhodes
NOTARY PUBLIC
My Commission Expires:

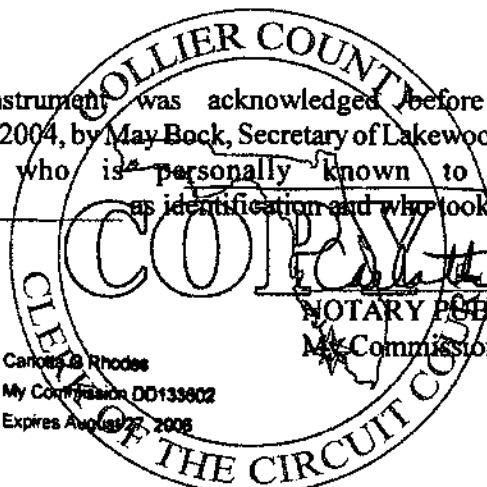


EXHIBIT "A"
AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC.

10.12 OF THE COVENANTS:

From:

~~10.12 Mailboxes: All mailboxes shall be in the basic shape of a rectangular box with a sloped roof in conformity with such other mailboxes within the Lakewood project. They shall be made of wood, mounted on a wooden post, painted brown and located within two feet of the paved roadway.~~

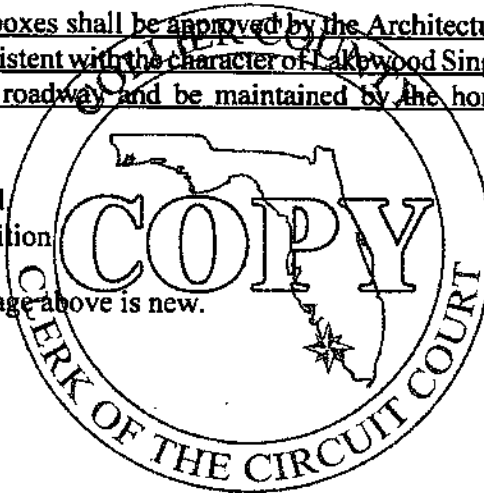
To:

10.12 Mailboxes: All mailboxes shall be approved by the Architectural Review Committee, be of a type and construction consistent with the character of Lakewood Single Family II, be located within two (2) feet of the paved roadway and be maintained by the homeowner to complement the neighborhood.

Stricken language is deleted.

Underlined language is addition.

All of the underlined language above is new.

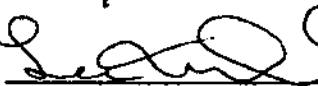


**CERTIFICATE OF ADOPTION OF AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC.**

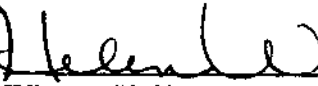
Lakewood Single Family Homeowners Association II, Inc. does hereby certify that, pursuant to Article 13 of the Declaration of Covenants, Conditions and Restrictions of Lakewood Single Family Homeowners Association I, Inc., as originally recorded in Official Records Book 834, Page 472 et seq, Public Records of Collier County, Florida, and subsequently amended and recorded in Book 1976, Page 0955 et seq, Public Records of Collier County, Florida, the attached amendment to said Declaration, attached as Exhibit "A", was adopted as an amendment by concurrence of at least two-thirds (2/3) of the voting interests in Lakewood Single Family Homeowners Association II, Inc.

The President and Secretary of Lakewood Single Family Homeowners Association II, Inc. do hereby certify that they have read this certificate and amendment, and that said amendment was duly adopted and that it is a true and correct recital of same.

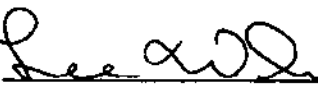
IN WITNESS WHEREOF, we herein set our hands and seals this 7th day of July, 2005


Witness #1 Signature

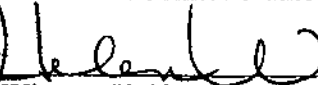
Helen Wheeler
Witness #1 Printed Name


Witness #2 Signature

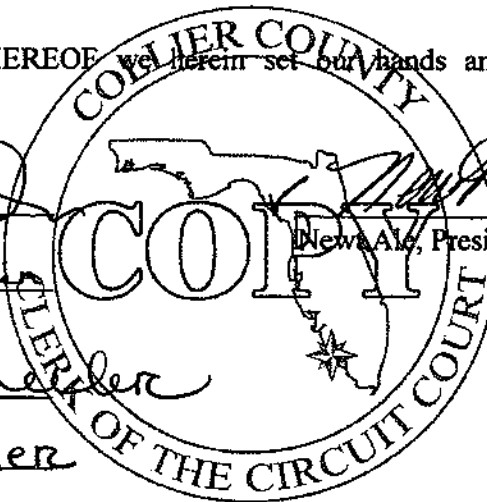
Helen Wheeler
Witness #2 Printed Name


Witness #1 Signature


Helen Wheeler
Witness #1 Printed Name


Witness #2 Signature

Helen Wheeler
Witness #2 Printed Name




Newa Ale, President

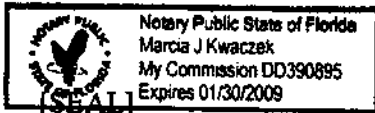

Rena Wujek, Secretary

3658616 OR: 38 PG: 1417
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
07/14/2005 at 11:21AM DWIGHT B. BROCK, CLERK

Retn:
WILLIAM G MORRIS
PICK UP

STATE OF FLORIDA
COUNTY OF COLLIER

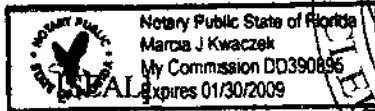
The foregoing instrument was acknowledged before me this 7th day of July, 2005, by Newt Ale, President of Lakewood Single Family Homeowners Association II, Inc., who is personally known to me or who produced as identification.



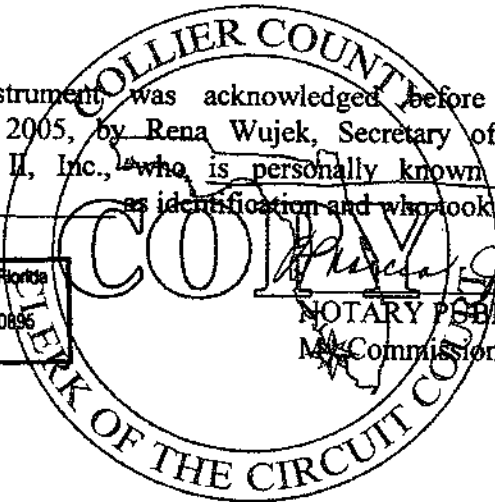
Marcia J Kwaczek
NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 7th day of July, 2005, by Rena Wujek, Secretary of Lakewood Single Family Homeowners Association II, Inc., who is personally known to me or who produced as identification and who took an oath.



Marcia J Kwaczek
NOTARY PUBLIC
My Commission Expires:



OR: 3844 PG: 1418

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
LAKEWOOD SINGLE FAMILY HOMEOWNERS ASSOCIATION II, INC.

11.2 Fines: The Board of Directors may impose a fine or fines upon an Owner for failure of the Owner, his family, guests, invitees, tenants, or employees to comply with any Covenant, restriction, rule or regulation contained herein or promulgated pursuant to the Governing Documents.

A. Notice: The Board of Directors shall notify the Owner in writing of the nature of the alleged infraction or infractions and penalties the fines to be imposed. ~~Included in the notice shall be Such notification shall be at least 14 days prior to the date and time of the next Board of Directors Fine Committee's meeting at which time the Owner shall have the right to present reasons why penalty(ies) the fine should not be imposed.~~

B. Hearing Fine Committee: The facts of the alleged infractions shall be presented to the Board of Directors, after which the Owner shall have a reasonable opportunity to present his defense and reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner not later than ten (10) days after the Board meeting. The Board of Directors shall appoint a Fine Committee consisting of three Association Members who are not Board of Director members or relatives or employees thereof. The Association President shall chair the Committee but shall not be a voting member of the Committee. He shall present to the Committee the reasons for the fine consideration, after which the Owner shall have a reasonable opportunity to present his defense and reasons why the fine should not be imposed.

The Fine Committee will then vote on the fine imposition and a written decision shall be submitted by the Fine Committee to the Board of Directors not later than 10 days after the Fine Committee meeting. If the Fine Committee does not, by majority vote, approve the fine, then the fine may not be imposed.

Upon receipt of the Fine Committee's report, the Board of Directors shall impose or not impose the fine in accordance with the Committee's vote. The owner shall be advised in writing of that action within 10 days of the Board's action.

C. Appeal: Any Owner aggrieved by the decision of the Board of Directors may, within seven days of Board's decision, file an appeal. An appeals committee will be appointed by the Board within seven (7) days of the request and shall consist of three (3) non-interested members of the Association who are not Directors or officers. The appeals committee will meet within fifteen (15) days of its appointment, prepare a written determination of the matter, and serve copies on both the Board and the aggrieved person. In no case shall the appeals committee's findings be binding on either Party; however, the Board must meet to reconsider its decision in light of the findings of the appeals committee.

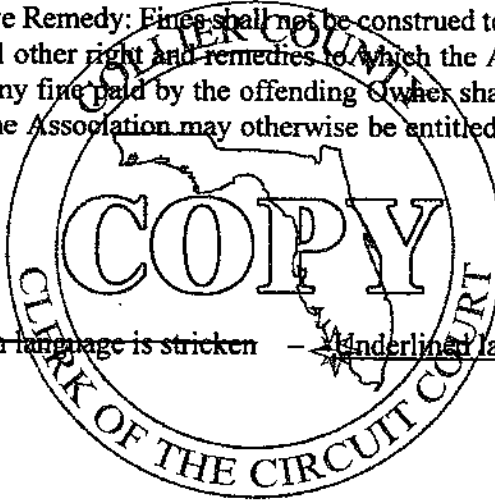
C. Amount of Fine: The Board of Directors may impose fines in amounts reasonably related to the severity of the offense and deemed adequate to deter future offenses, but in no event shall exceed \$100.00 per offense. Each day of continuing violation shall be deemed a separate offense. No fine may accumulate to more than \$5,000.00.

D. Collection of Fines: Fines shall be treated as an assessment due to the Association ten (10) days after written notice to the Owner of the imposition of the fine, as provided in 11.2(A B) above. ~~The filing of an appeal as provided in 11.2(C) shall postpone the due date until seven (7) days after the written reconsideration of the Board of Directors is mailed to the Owner.~~ A fine shall not become a lien against the owner's property. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court.

E. Application: All monies received from fines shall become part of the common surplus.

F. Nonexclusive Remedy: ~~Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other right and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.~~

~~Lined through language is stricken~~ - Underlined language is new.



PARCEL ID	OWNERSHIP	LEGAL 1	LEGAL 2	SITE LOCATION
5395000000	LAKEWOOD UNIT 5	PB 12 PG 66		LAKEWOOD BLVD 4619D
53950040002	HUGLUND, PETER J	LAKEWOOD UNIT 5 BLK A LOT 1		EVERGREEN LAKE RD 4610D
53950080004	GROTE, MICHAEL M=& MARILYN S	LAKEWOOD UNIT 5 BLK A LOT 2		EVERGREEN LAKE RD 4606D
53950120003	KEREKES, LEWIS=& HELEN M	LAKEWOOD UNIT 5 BLK A LOT 3		EVERGREEN LAKE RD 4602D
53950160005	RYDER, MARGARET M	LAKEWOOD UNIT 5 BLK A LOT 4		LAKEWOOD BLVD 4597D
53950200004	ANTHONY, DERWIN P	LAKEWOOD UNIT 5 BLK A LOT 5		BEECHWOOD LAKE DR N 4493D
53950240006	DAHILL, KELLY S	LAKEWOOD UNIT 5 BLK A LOT 6		BEECHWOOD LAKE DR N 4497D
53950280008	BENTLEY, CHARLES A=& ANNE M	LAKEWOOD UNIT 5 BLK A LOT 7		BEECHWOOD LAKE DR N 4501D
53950320007	SUNYOG, RONALD E=& MARTHA W	LAKEWOOD UNIT 5 BLK A LOT 8		BEECHWOOD LAKE DR N 4505D
53950360009	WAHL JR, WILLIAM F=& NANCY S	LAKEWOOD UNIT 5 BLK A LOT 9		BEECHWOOD LAKE DR N 4509D
53950400008	SHALLENBERGER, GEORGE W	LAKEWOOD UNIT 5 BLK A LOT 10		BEECHWOOD LAKE DR N 4513D
53950440000	ROSA, LOUIS	LAKEWOOD UNIT 5 BLK A LOT 11		BEECHWOOD LAKE DR N 4517D
53950480002	RAMIREZ, ROSA ELENA	LAKEWOOD UNIT 5 BLK A LOT 12		BEECHWOOD LAKE DR N 4521D
53950520001	PIMENTEL, JOHN P=& JUDITH A	LAKEWOOD UNIT 5 BLK A LOT 13		BEECHWOOD LAKE DR 4525D
53950560003	KATSANOS, PETER	LAKEWOOD UNIT 5 BLK A LOT 14		BEECHWOOD LAKE DR N 4529D
53950600002	STUCZYNSKI, RONALD J=& MARY J	LAKEWOOD UNIT 5 BLK A LOT 15		BEECHWOOD LAKE DR N 4533D
53950640004	MENDELSON, PHILIP S=& JOYCE J	LAKEWOOD UNIT 5 BLK A LOT 16		BEECHWOOD LAKE DR N 4537D
53950680006	FRASSO, ANDREW D=& SUSAN E	LAKEWOOD UNIT 5 BLK A LOT 17		BEECHWOOD LAKE DR N 4541D
53950720005	PALMER TR, PHYLLIS B	LAKEWOOD UNIT 5 BLK A LOT 18		BEECHWOOD LAKE DR N 4545D
53950760007	LIPPOLD, DEREK	LAKEWOOD UNIT 5 BLK A LOT 19		BEECHWOOD LAKE DR N 4549D
53950800006	RICHMOND, JAMES S	LAKEWOOD UNIT 5 BLK A LOT 20		BEECHWOOD LAKE DR N 4553D
53950840008	HENDRICKSEN, R DONALD	LAKEWOOD UNIT 5 BLK A LOT 21		BEECHWOOD LAKE DR N 4557D
53950880000	RUBY, JOHN EDWARD=& MELISSA	LAKEWOOD UNIT 5 BLK A LOT 22		BEECHWOOD LAKE DR N 4561D
53950920009	SHELTON, STUART K	LAKEWOOD UNIT 5 BLK A LOT 23		BEECHWOOD LAKE DR N 4565D
53950960001	COOLEIDGE, JOHN E=& SHIRLEY A	LAKEWOOD UNIT 5 BLK A LOT 24	OR 1776 PG 886	BEECHWOOD LAKE DR N 4569D
53951000009	TRISTANI, VICTOR JOEL	LAKEWOOD UNIT 5 BLK A LOT 25		BEECHWOOD LAKE DR N 4573D
53951040001	CHUCK, JACQUELINE	LAKEWOOD UNIT 5 BLK A LOT 26		BEECHWOOD LAKE DR N 4575D
53951080003	CORTADA, RANDOLPH I=& MARCIA	LAKEWOOD UNIT 5 BLK A LOT 27		BEECHWOOD LAKE DR N 4577D
53951120002	BOCK, MAY R	LAKEWOOD UNIT 5 BLK A LOT 28		CHIPPENDALE DR 4579D
53951160004	BORDUAS JR, THEODORE R	LAKEWOOD UNIT 5 BLK A LOT 29		CHIPPENDALE DR 4581D
53951200003	LAVIN, ROBIN E	LAKEWOOD UNIT 5 BLK A LOT 30	OR 1473 PG 1307	CHIPPENDALE DR 4583D
53951240005	TAI, CHIEH YUN	LAKEWOOD UNIT 5 BLK A LOT 31	OR 1944PG 417	CHIPPENDALE DR 4585D
53951280007	KOSCIUSKO, CHARLES L=& ELLEN G	LAKEWOOD UNIT 5 BLK A LOT 32		CHIPPENDALE DR 4587D
53951320006	MATTOX, ELLEN	LAKEWOOD UNIT 5 BLK A LOT 33		CHIPPENDALE DR 4591D
53951360008	TARPLEY, DIANA L	LAKEWOOD UNIT 5 BLK A LOT 34		CHIPPENDALE DR 4595D
53951400007	DECKER, GORDON W=& PATRICIA A	LAKEWOOD UNIT 5 BLK A LOT 35	OR 999 PG 999	CHIPPENDALE DR 4599D



53951440009	CHALME, CLAIMENE	LAKEWOOD UNIT 5 BLK A LOT 38		CHIPPENDALE	DR	4603D
53951480001	SCILENY, GREGORY Z=& KAREN E	LAKEWOOD UNIT 5 BLK A LOT 37		CHIPPENDALE	DR	4607D
53951520000	RICCIO, LUCIUS J	LAKEWOOD UNIT 5 BLK A LOT 38	OR 1015 PG 523	CHIPPENDALE	DR	4611D
53951560002	WARD, CAROLYN	LAKEWOOD UNIT 5 BLK A LOT 39	OR 1014 PG 1008	CHIPPENDALE	DR	4616D
53951600001	KLEIN, JEFFREY M	LAKEWOOD UNIT 5 BLK A LOT 40		CHIPPENDALE	DR	4619D
53951640003	FULTON, ROBERT H=& SUSAN M	LAKEWOOD UNIT 5 BLK A LOT 41		CHIPPENDALE	DR	4625D
53951680005	BIDDLE, CORWIN D=& NAN	LAKEWOOD UNIT 5 BLK A LOT 42	OR 1544 PG 832	CHIPPENDALE	DR	4629D
53951720004	WOTRING, ROLAND C=& SANDRA W	LAKEWOOD UNIT 5 BLK A LOT 43		CHIPPENDALE	DR	4633D
53951760006	SMITH, JERRY C=& WILDA D	LAKEWOOD UNIT 5 BLK A LOT 44		CHIPPENDALE	DR	4638D
53951800005	WILDER, SCOT A	LAKEWOOD UNIT 5 BLK A LOT 45		CHIPPENDALE	DR	4642D
53951840007	NULTON, EDMUND W=& NANCY C	LAKEWOOD UNIT 5 BLK A LOT 46		CHIPPENDALE	DR	4646D
53951880009	CULLMANN, WALTER=& JOLANTA	LAKEWOOD UNIT 5 BLK A LOT 47	OR 1450 PG 526	CHIPPENDALE	DR	4650D
53951920008	MILLIKEN, WAYNE=& MARJORIE E	LAKEWOOD UNIT 5 BLK A LOT 48	OR 1923 PG 2354	CHIPPENDALE	DR	4654D
53951960000	MILLIKEN, R WAYNE=& MARJORIE	LAKEWOOD UNIT 5 BLK A LOT 49		LANDMARK	DR	560D
53952000008	GRIFFITHS, EMMETT=& DONNA	LAKEWOOD UNIT 5 BLK A LOT 50		LANDMARK	DR	556D
53952040000	THOMPSON TR, HARRY E	LAKEWOOD UNIT 5 BLK A LOT 51		LANDMARK	DR	552D
53952080002	BAILEY, MICHAEL & DIANA	LAKEWOOD UNIT 5 BLK A LOT 52		LANDMARK	DR	548D
53952120001	JOYCE, DANNA=& SHIRLEY L	LAKEWOOD UNIT 5 BLK A LOT 53	OR 1118 PG 2104	LANDMARK	DR	544D
53952160003	MCCARTHY, CATHERINE A	LAKEWOOD UNIT 5 BLK A LOT 54		LANDMARK	DR	540D
53952200002	PASLER, MARY E=& ANDREW V	LAKEWOOD UNIT 5 BLK A LOT 55		LANDMARK	DR	536D
53952240004	MITEV, TERRIE ELLEN=& GEORGI	LAKEWOOD UNIT 5 BLK A LOT 56		DENT	DR	238D
53952280006	BALDWIN, PATRICIA T	LAKEWOOD UNIT 5 BLK A LOT 57	OR 1860 PG 19	DENT	DR	234D
53952320005	STEINBACHER TR, LINDA B	LAKEWOOD UNIT 5 BLK A LOT 58	OR 1899 PG 76	DENT	DR	230D
53952360007	LYKOS, BARBARA	LAKEWOOD UNIT 5 BLK A LOT 59		DENT	DR	226D
53952400006	ANKIEL, CONRAD J	LAKEWOOD UNIT 5 BLK A LOT 60		DENT	DR	222D
53952440008	ROSATI, SCOTT=& SUZANNA M	LAKEWOOD UNIT 5 BLK A LOT 61		DENT	DR	218D
53952480000	GAWALDO, JOSEPH A=& ROSE E	LAKEWOOD UNIT 5 BLK A LOT 62	OR 1935 PG 1514	DENT	DR	214D
53952520009	PENDERGAST, GARY A=& JOANNE	LAKEWOOD UNIT 5 BLK A LOT 63		DENT	DR	212D
53952560001	GLEBAS, JOHN G=& JAHN FRANCES	LAKEWOOD UNIT 5 BLK A LOT 64		DENT	DR	210D
53952600000	CROSS, JEFFREY A=& ELIZABETH A	LAKEWOOD UNIT 5 BLK A LOT 65		DENT	DR	208D
53952640002	DIPAOLLO, SHARON	LAKEWOOD UNIT 5 BLK A LOT 66		DENT	DR	204D
53952680004	HODERMARSKY, RUDOLF	LAKEWOOD UNIT 5 BLK A LOT 67	OR 1804 PG 2278	PINE LAKE	DR	401D
53952720003	BAZZELL, JUNE PATRICIA	LAKEWOOD UNIT 5 BLK A LOT 68		PINE LAKE	DR	405D
53952760005	SANDLIN, ROBERT S	LAKEWOOD UNIT 5 BLK A LOT 69		PINE LAKE	DR	409D
53952800004	GMAG-RFC MASTER	LAKEWOOD UNIT 5 BLK A LOT 70		PINE LAKE	DR	413D
53952840006	DREW, MARK=& ZLATICA	LAKEWOOD UNIT 5 BLK A LOT 71		PINE LAKE	DR	417D
53952880008	PAUL, GABRIELE	LAKEWOOD UNIT 5 BLK A LOT 72		PINE LAKE	DR	421D

53952920007	VAN EVERY, RICHARD	LAKWOOD UNIT 5 BLK A LOT 73		PINE LAKE	DR	425D
53952960009	DOYL, RICHARD M	LAKWOOD UNIT 5 BLK A LOT 74		PINE LAKE	DR	429D
53953000007	BROUGH, HAROLD=& GEORGIA	LAKWOOD UNIT 5 BLK A LOT 75		PINE LAKE	DR	433D
53953040009	WINKLER, ROBERT O	LAKWOOD UNIT 5 BLK A LOT 76		PINE LAKE	DR	432D
53953080001	MCCLOSKEY, FLORENCE G	LAKWOOD UNIT 5 BLK A LOT 77		PINE LAKE	DR	428D
53953120000	KRESSE, LYNNE J	LAKWOOD UNIT 5 BLK A LOT 78		PINE LAKE	DR	424D
53953160002	MARTIN TR, DELORIS K	LAKWOOD UNIT 5 BLK A LOT 79	OR 1942 PG 262	PAYNE	CT	104D
53953200001	NULTON TR, MARILYNN F=& ROGER	LAKWOOD UNIT 5 BLK A LOT 80		PAYNE	CT	108D
53953240003	GRAYDEN, DOLORES	LAKWOOD UNIT 5 BLK A LOT 81		PAYNE	CT	112D
53953280005	PAYNE, JOHN W=& MARY A	LAKWOOD UNIT 5 BLK A LOT 82		PAYNE	CT	116D
53953320004	BARBAKOW, DENNIS ROBERT	LAKWOOD UNIT 5 BLK A LOT 83		PAYNE	CT	120D
53953360006	DEFLURI, RONALD F	LAKWOOD UNIT 5 BLK A LOT 84	OR 902 PG 884	PAYNE	CT	124D
53953400005	TINSLEY, MARY DELL	LAKWOOD UNIT 5 BLK A LOT 85	OR 1808 PG 676	PAYNE	CT	128D
53953440007	HERNANDEZ, LOUIS F=& ANDREA G	LAKWOOD UNIT 5 BLK A LOT 86		LAKWOOD	BLVD	4629D
53953480009	JOKELA, KURT B=& LINDA G	LAKWOOD UNIT 5 BLK A LOT 87	OR 1555 PG 1307	LAKWOOD	BLVD	4633D
53953520008	PUCHALLA, MICHAEL J	LAKWOOD UNIT 5 BLK A LOT 88		LAKWOOD	BLVD	4637D
53953560000	COLLINS TR, SHARON L	LAKWOOD UNIT 5 BLK A LOT 89	OR 1712 PG 134-37	LAKWOOD	BLVD	4641D
53953600009	HUTCHINSON, DONALD=& SANDRA	LAKWOOD UNIT 5 BLK B LOT 1		NASON	LN	314D
53953640001	O BRIEN, WILLIAM M	LAKWOOD UNIT 5 BLK B LOT 2	OR 2070 PG 1647	NASON	LN	312D
53953680003	ECKERSALL, MARGARET S	LAKWOOD UNIT 5 BLK B LOT 3		NASON	LN	308D
53953720002	MARTINO, JOHN A=& RITA	LAKWOOD UNIT 5 BLK B LOT 4	OR 1268 PG 2048	NASON	LN	304D
53953760004	WAGNER, NICK=& SARA	LAKWOOD UNIT 5 BLK B LOT 5		BEECHWOOD LAKE	DR	N 4498D
53953800003	MCCURRY TR, SUSAN	LAKWOOD UNIT 5 BLK B LOT 6		BEECHWOOD LAKE	DR	N 4490D
53953840005	PETRIC, ZORKA PETRIC	LAKWOOD UNIT 5 BLK B LOT 7	OR 1776 PG 1232	LAKWOOD	BLVD	4609D
53953880007	ARBEZ, JEAN C=& CLAUDINE	LAKWOOD UNIT 5 BLK B LOT 8	OR 943 PG 1979	LAKWOOD	BLVD	4613D
53953920006	METZGER TR, LOIS E	LAKWOOD UNIT 5 BLK B LOT 9	OR 1784 PG 1881	LAKWOOD	BLVD	4617D
53953960008	STOWELL, MARSHALL A	LAKWOOD UNIT 5 BLK C LOT 1	OR 1370 PG 231	DEBRON	DR	141D
53954000006	FEHR, MARY E	LAKWOOD UNIT 5 BLK C LOT 2	OR 1815 PG 1378	DEBRON	DR	137D
53954040008	CRAWFORD, DONNA D	LAKWOOD UNIT 5 BLK C LOT 3		DEBRON	DR	133D
53954080000	FRAZZANO, ANNETTE	LAKWOOD UNIT 5 BLK C LOT 4		DEBRON	DR	129D
53954120009	MORRIS, JOSEPH T=& JUDITH R	LAKWOOD UNIT 5 BLK C LOT 5	OR 1006 PG 1699	DEBRON	DR	125D
53954160001	HUFF, DENNIS A=& SUSAN E	LAKWOOD UNIT 5 BLK C LOT 6		DEBRON	DR	121D
53954200003	PIEROTTI, ROBERT J	LAKWOOD UNIT 5 BLK C LOT 7	OR 1560 PG 781	DEBRON	DR	117D
53954240002	HEFNER, LEE BRADFORD	LAKWOOD UNIT 5 BLK C LOT 8		DEBRON	DR	113D
53954280004	BAUER, MICHAEL=& JEANNE	LAKWOOD UNIT 5 BLK C LOT 9		DEBRON	DR	109D
53954320003	SLADE, GLENN MICHAEL	LAKWOOD UNIT 5 BLK C LOT 10		DEBRON	DR	105D
53954360005	DURKIN, KEVIN M	LAKWOOD UNIT 5 BLK C LOT 11	OR 1190 PG 1515	DEBRON	DR	101D

53954400004 PAPWORTH, EDWARD J	LAKWOOD UNIT 5 BLK C LOT 12	OR 1112 PG 215	BEECHWOOD LAKE DR N 4508D
53954440006 JONES, WILLIAM L=& BARBARA F	LAKWOOD UNIT 5 BLK C LOT 13	OR 1462 PG 1982	BEECHWOOD LAKE DR N 4514D
53954480008 FAIRMAN, BARBARA M	LAKWOOD UNIT 5 BLK C LOT 14	OR 2032 PG 1238	BEECHWOOD LAKE DR N 4522D
53954520007 WAGNER, MICHAEL J=& LANITA K	LAKWOOD UNIT 5 BLK C LOT 15	OR 1952 PG 122	BEECHWOOD LAKE DR N 4528D
53954560009 GADOUA, GREGORY J	LAKWOOD UNIT 5 BLK C LOT 16	OR 1720 PG 527	BEECHWOOD LAKE DR N 4532D
53954600008 GRAVELEY TR, C RUSSELL	LAKWOOD UNIT 5 BLK C LOT 17	OR 2052 PG 1124	BEECHWOOD LAKE DR N 4536D
53954640000 WEBER, PATRICK C	LAKWOOD UNIT 5 BLK C LOT 18		BEECHWOOD LAKE DR N 4540D
53954680002 SANDS, GEORGE T=& CHERYL A	LAKWOOD UNIT 5 BLK C LOT 19		BEECHWOOD LAKE DR N 4544D
53954720001 DANIELS TR, STEVEN R=& DONNA J	LAKWOOD UNIT 5 BLK C LOT 20		BEECHWOOD LAKE DR N 4548D
53954760003 FULLAM, PHILLIP T	LAKWOOD UNIT 5 BLK C LOT 21		BEECHWOOD LAKE DR N 4552D
53954800002 BLUMEL TR, MONIKA MARIA	LAKWOOD UNIT 5 BLK C LOT 22		BEECHWOOD LAKE DR N 4554D
53954840004 JONES, DANIEL W=& KELLY	LAKWOOD UNIT 5 BLK C LOT 23		BEECHWOOD LAKE DR N 4558D
53954880006 HEROLD, TOBY R	LAKWOOD UNIT 5 BLK D LOT 1		CHIPPENDALE DR 4576D
53954920005 IZZO, MARY ANN=& FRANK R	LAKWOOD UNIT 5 BLK D LOT 2		CHIPPENDALE DR 4580D
53954960007 KUEBLER, BRIAN B	LAKWOOD UNIT 5 BLK D LOT 3		CHIPPENDALE DR 4584D
53955000005 FAETH TR, IRENE	LAKWOOD UNIT 5 BLK D LOT 4		CHIPPENDALE DR 4588D
53955040007 ROBINSON, JAMES	LAKWOOD UNIT 5 BLK D LOT 5		CHIPPENDALE DR 4592D
53955080009 WALKER, JAMES M=& JANET SUE	LAKWOOD UNIT 5 BLK D LOT 6		CHIPPENDALE DR 4600D
53955120008 WELLS, CYRIL F=& CHRISTINE E	LAKWOOD UNIT 5 BLK D LOT 7		CHIPPENDALE DR 4604D
53955160000 MUEGGE, HANNE MARIE	LAKWOOD UNIT 5 BLK D LOT 8		CHIPPENDALE DR 4608D
53955200009 THERESIAS, ELISSAINT	LAKWOOD UNIT 5 BLK D LOT 9		CHIPPENDALE DR 4612D
53955240001 BEALL, GREGORY E=& ELIZABETH F	LAKWOOD UNIT 5 BLK D LOT 10		CHIPPENDALE DR 4616D
53955280003 ALE, H NEWTON=& SHIRLEY B	LAKWOOD UNIT 5 BLK D LOT 11		CHIPPENDALE DR 4620D
53955320002 RAYBURN, ROBBIE L	LAKWOOD UNIT 5 BLK D LOT 12		CHIPPENDALE DR 4624D
53955360004 STEELE, STEPHEN=& TERRY R	LAKWOOD UNIT 5 BLK D LOT 13		CHIPPENDALE DR 4628D
53955400003 SHIPMAN, MARY E	LAKWOOD UNIT 5 BLK D LOT 14		LANDMARK DR 553D
53955440005 JAMES, WILLIAM D	LAKWOOD UNIT 5 BLK D LOT 15		LANDMARK DR 549D
53955480007 UNDERHILL, GEORGE	LAKWOOD UNIT 5 BLK D LOT 16		LANDMARK DR 545D
53955520006 COHEN, AMANDA	LAKWOOD UNIT 5 BLK D LOT 17		LANDMARK DR 541D
53955560008 TETA, VIRGINIA EVELYN	LAKWOOD UNIT 5 BLK D LOT 18		LANDMARK DR 537D
53955600007 MORRIS, JOANNE M	LAKWOOD UNIT 5 BLK D LOT 19		LANDMARK DR 533D
53955640009 CROWLEY, DAVID M=& ANN E	LAKWOOD UNIT 5 BLK D LOT 20		LANDMARK DR 529D
53955680001 CONNORS, MICHAEL A	LAKWOOD UNIT 5 BLK D LOT 21		LANDMARK DR 525D
53955720000 MEDINA, JOSE L=& WANDA Y	LAKWOOD UNIT 5 BLK D LOT 22		LANDMARK DR 521D
53955760002 SIEBER, KATHY MOREA	LAKWOOD UNIT 5 BLK D LOT 23		LANDMARK DR 517D
53955800001 COULTER, PEGGY R	LAKWOOD UNIT 5 BLK D LOT 24		LANDMARK DR 513D
53955840003 WOODBURN, MICHAEL P=& DOROTHY	LAKWOOD UNIT 5 BLK D LOT 25		

53955880005	WILTSIE, ANDREW J=& KIMBERLY	LAKEWOOD UNIT 5 BLK D LOT 26		LANDMARK	DR	509D
53955920004	CAULFIELD, MARY V	LAKEWOOD UNIT 5 BLK D LOT 27	OR 1004 PG 280	LANDMARK	DR	505D
53955960006	LUKER III, WILLIAM EDWARD	LAKEWOOD UNIT 5 BLK D LOT 28		LANDMARK	DR	501D
53956000004	ESPINOSA, DAVID A	LAKEWOOD UNIT 5 BLK E LOT 1		DENT	DR	241D
53956040006	KELLS, WALTER J	LAKEWOOD UNIT 5 BLK E LOT 2	OR 1645 PG 917	DENT	DR	237D
53956080008	PIERCE, JOANNE	LAKEWOOD UNIT 5 BLK E LOT 3		DENT	DR	233D
53956120007	GRECO, DARIEN Z	LAKEWOOD UNIT 5 BLK E LOT 4		DENT	DR	229D
53956160009	FRESHWATER, JOHN W=& MAUREEN	LAKEWOOD UNIT 5 BLK E LOT 5		DENT	DR	225D
53956200008	MACHOULE, JULIEN=& VERONIQUE	LAKEWOOD UNIT 5 BLK E LOT 6		DENT	DR	221D
53956240000	BEZDEK TR, SARA	LAKEWOOD UNIT 5 BLK E LOT 7		DENT	DR	217D
53956280002	TRACY, DONALD B=& DANA A	LAKEWOOD UNIT 5 BLK E LOT 8		DENT	DR	213D
53956320001	ELMS, RICHARD W=& CHARLOTTE W	LAKEWOOD UNIT 5 BLK E LOT 9	OR 1456 PG 1106	DENT	DR	209D
53956360003	MORRIS JR, JOSEPH T	LAKEWOOD UNIT 5 BLK E LOT 10		DEBRON	DR	104D
53956400002	FERGUSON, THEODORE	LAKEWOOD UNIT 5 BLK E LOT 11		DEBRON	DR	110D
53956440004	BIRGE, DAVID H	LAKEWOOD UNIT 5 BLK E LOT 12		DEBRON	DR	114D
53956480006	CARROLL, RAYMOND E=& PATRICIA	LAKEWOOD UNIT 5 BLK E LOT 13	OR 952 PG 1900	DEBRON	DR	118D
53956520005	MCSWYNY, RICHARD G	LAKEWOOD UNIT 5 BLK E LOT 14		DEBRON	DR	122D
53956560007	MILLETTE, DEBRA A	LAKEWOOD UNIT 5 BLK E LOT 15		DEBRON	DR	126D
53956600006	MAYO, JULIUS=& MAGBIS	LAKEWOOD UNIT 5 BLK E LOT 16		DEBRON	DR	132D
53956640008	CHIRILLO, KA-TINA	LAKEWOOD UNIT 5 BLK E LOT 17		DEBRON	DR	136D
53956680000	RAUSCH, CHRISTOPHER=& DEBORAH	LAKEWOOD UNIT 5 BLK E LOT 18	OR 1845 PG 2140	DEBRON	DR	140D
53956720009	CLOONEY TR, SHIRLEY M	LAKEWOOD UNIT 5 BLK F LOT 1	OR 2024 PG 1670	LAKEWOOD	BLVD	4606D
53956760001	KRAUTKRAMER, JOSEPH E	LAKEWOOD UNIT 5 BLK F LOT 2		LAKEWOOD	BLVD	4610D
53956800000	BURETA, NORBERT S	LAKEWOOD UNIT 5 BLK F LOT 3		LAKEWOOD	BLVD	4614D
53956840002	SCHLITZ, CHARLES H	LAKEWOOD UNIT 5 BLK F LOT 4	OR 1307 PG 1861	LAKEWOOD	BLVD	4618D
53956880004	DIMOND TR, ROBERT E	LAKEWOOD UNIT 5 BLK F LOT 5		LAKEWOOD	BLVD	4622D
53956920003	LUBIENIECKI, SUSAN R	LAKEWOOD UNIT 5 BLK F LOT 6		LAKEWOOD	BLVD	4624D
53956960005	DROBINSKI, GEORGE R=& ANGELA T	LAKEWOOD UNIT 5 BLK F LOT 7		LAKEWOOD	BLVD	4626D
53957000003	LEIGH, KAREN	LAKEWOOD UNIT 5 BLK F LOT 8	OR 983 PG 771	LAKEWOOD	BLVD	4630D
53957040005	SPIES TR, ROBERT L	LAKEWOOD UNIT 5 BLK F LOT 9		SHORT	CT	108D
53957080007	KOGUY, JOSEPH M=& BEVERLY A	LAKEWOOD UNIT 5 BLK F LOT 10		SHORT	CT	112D
53957120006	NORKUS, JAMES R	LAKEWOOD UNIT 5 BLK F LOT 11		SHORT	CT	116D
53957160008	JOKELA, RICHARD=& KIMBERLY	LAKEWOOD UNIT 5 BLK F LOT 12		LAKEWOOD	BLVD	4634D

Condo & HOA Law Group, LLC
Attorneys-at-Law

2030 McGregor Boulevard
Fort Myers, FL 33901
239-333-2992 Telephone
239-333-2999 Facsimile

RECEIVED
7-22-09

July 21, 2009

Board of Directors
LAKEWOOD SINGLE FAMILY
HOMEOWNERS ASSOCIATION II, INC.
c/o Platinum Property Management
1016 Collier Center Way, Suite 102
Naples, FL 34110

Re: Recorded Certificate of Recordation/Affidavit – Lakewood Single Family Homeowners Association II, Inc.

Dear Board Members:

Enclosed is the original, recorded Certificate of Recordation/Affidavit, with attachments, for Lakewood Single Family Homeowners Association, Inc. This was recorded in the Collier County Public Records on July 9, 2009, in Official Records Book 4470, at Page 1204. As this is the original recorded instrument, please take care to store it with the Association's official records in a safe place.

If you have any questions, please do not hesitate to contact me.

Very truly,

CONDO & HOA LAW GROUP, LLC

Richard D. DeBoest, II

Richard D. DeBoest, II
For the Firm
Signed in Absence to Avoid Delay

RDDII/kg
Enclosures

LAKEWOOD SINGLE FAMILY II HOMEOWNERS ASSOCIATION

BUILDING & EXTERIOR CHANGE REQUEST

This form is to be completed by the owner or contractor for exterior changes, alterations, or construction on my homeowner's lot. The documents of the Eagle Creek Community Association state that approval by the Board of Directors must be obtained before any work can begin. Examples are: swimming pools, spas, awnings, shutters, new construction, and changes of exterior color, roof replacement, driveway coatings, major landscaping or changes in the exterior of your property. All new construction and/or additions must be accompanied by blueprints.

LOCATION OF PROPOSED CONSTRUCTION

Name: _____

Address: _____

Phone: _____ Date: _____

TYPE OF PROPOSED CONSTRUCTION:

Commencement Date: _____ Completion Date: _____

PLANS: The owner is responsible for submitting to the Architectural Review Board (ARB) a completed application form with a set of building plans that accurately represent the proposed alterations or addition to the structure and meet acceptable architectural and a aesthetic standards.

The building plans for additions must include the following:

1. A properly scaled site plan showing the existing residence and clearly indicating the proposed addition and setback from property lines, driveways & walks, HVAC & pool equipment pads if included in the proposed changes.
2. Scaled Floor plan of the addition and existing structure.
3. Elevations of all sides affected by the alterations or addition including specific details for roof pitches, roof materials, overhangs and exterior finish materials.
4. For additions a building cross section showing at least one general building section detailing wall construction materials, roof pitches and materials, overhangs, and footing details.
5. Exterior wall and accent color samples.
6. Roofing material color sample. (Only if entire structure is being re-roofed)
7. Landscape plan for additions or alterations including driveways and materials. (All street side only)

All plans shall be drawn with sufficient and explicit details to be adequate for the entire construction process. If any significant structure change that affects the integrity, square footage, architectural design or aesthetics of the structure is made after ARB approval is received, a new set of plans must be submitted to the ARB for review and approval.

A paint chart or drawing and plot plan should accompany this form at the time of neighbor's signature. This is a courtesy to your neighbors so they may be aware of your improvement. Signatures should be from your immediate neighbors to the left and right and across the street if the improvement is in front, and to the rear if in back.

NEIGHBOR'S SIGNATURE

Name: _____
Date: _____
Address _____
(Please circle) Own Rent

Name: _____
Date: _____
Address _____
(Please circle) Own Rent

Name: _____
Date: _____
Address _____
(Please circle) Own Rent

Name: _____
Date: _____
Address _____
(Please circle) Own Rent

If you have any questions or concerns regarding your neighbor's improvement, please call the management office:

RETURN COMPLETED FORM TO:
Platinum Property Management
12272 Tamiami Trail East, Suite 403
Naples, FL 34113

TIME SCHEDULE: Construction activities must be completed within 9 months of ARB approval. However, the Board can choose to extend these time frames should it become necessary. Failure to begin work within this time frame may require re-submission to the ARB.

CONSTRUCTION ACTIVITY: During all construction activity, the lot shall be cleaned of trash and miscellaneous building debris on a regular basis. There will be no washing – out of ready-mix concrete trucks on roads, ditches or road right – of – way.

BOARD OF DIRECTORS ACTION:

Approve: _____ Disapprove: _____ Date: _____
Comments: _____
President / Vice President: _____ Date: _____
Committee Chairperson: _____ Date: _____
Committee Member: _____ Date: _____
Committee Member: _____ Date: _____
Committee Manager: _____ Date: _____

You will be notified in writing of the Board's action.
Thank you for your cooperation.

**LAKEWOOD SINGLE FAMILY
HOMEOWNERS ASSOCIATION II, INC.**
c/o Platinum Property Management, LLC
12272 Tamiami Trail East, Suite #403
Naples, FL 34113
Phone: (239) 774-5966 Fax: (239) 775-1031

Welcome to Lakewood. You probably already know that Lakewood is a "Deed Restricted" community. Whether you have lived in a community that is governed by these restrictions or not, it is important to familiarize yourselves with the rules and regulations for this particular community. If you have not done so already, it is a good idea to get a complete set of the association's documents. A small portion of the documents is copied below to give you a general understanding of the rules and regulations. If you are in doubt whether a certain activity is allowed in the community, please do not hesitate to call the management company.

GENERAL COVENANTS AND RESTRICTIONS

- 10.1 Architectural and Aesthetic Control:** No building, structure or other improvement, including a swimming pool, shall be erected or altered on any lot, nor shall any grading, excavation, landscaping, or other work which in any way alters the exterior appearance, or color of any structure or lot be performed without the prior written approval of the Board of Directors of the Association. The Board, in its discretion, may delegate its approval powers under this Section to an Architectural Review Committee composed of at least three lot owners, appointed by the Board. In obtaining said approval, the Owner or the Owner's agent, shall comply with all applicable requirements and procedures of the governing documents. Refusal of approval of plans and specifications may be based on any reason, including purely aesthetic reasons. Such plans and specifications shall be deemed approved by failure of the Board or its designated committee to approve or disapprove them within thirty days after they and any additional information reasonably requested by the Board or committee have been submitted for review.
- 10.2 Residential Use:** No lot or Living Unit shall be used for other than a single family residence. No building other than one single family residence and not over one story high, be erected, altered, placed or permitted to remain on any lot. For purposes of this Section 10, the term "building" shall mean a structure designed for human habitation or shelter or any structure designed for trade, manufacture, religion, business, education or the like.
- 10.3 Nuisance:** No noxious or offensive activity or excessively loud noises shall be carried on upon any lot or in any Living Unit, nor shall any Owner permit or condone any activity on his lot that is or may reasonably become a source of annoyance or nuisance to other residents.

- 10.4 **Temporary Structures:** No temporary structure, including trailer, recreational vehicle, tent or shack shall be used on any lot at any time as a residence or for sleeping accommodations, either temporarily or permanently.
- 10.5 **Signs:** No sign, advertisement or poster (including "For Sale" or "For Rent" signs) or banners, shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the properties, except that an "Open House" sign may be displayed, but only during the actual hours of the Open House and only when the selling agent or Owner is present. Each Unit must have four inch numbers on the front visible from the street.
- 10.6 **Appearance; Refuse Disposal:** Each Owner shall keep his lot clear of trash debris and shall reasonably maintain his living Unit. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers or plastic bags within the Living Units or out of public view, except that such containers or bags may be placed near the street the night before of the day of the scheduled refuse removal service. Such containers must be returned to their storage area on the day of the service, following said service. No garbage incinerators or burning of trash shall be permitted.
- 10.7 **Windows:** The addition of storm shutters, awnings and other exterior window covering shall be subject to the prior written approval of the Board of Directors.
- 10.8 **Exterior Color:** No Living Unit or driveway shall be changed in exterior color without the prior written approval of the Board of Directors. A listing of acceptable colors is maintained by the Management Company. However, if repainting with the same color is planned, no prior approval by the Board is required. Driveways shall not be resurfaced without prior written approval of the Board of Directors.
- 10.9 **Fences:** No fence, wall, hedge or similar structure shall be erected on any Lot, except as originally installed by the Developer or as approved in advance in writing by the Board of Directors. Any such fence, wall, hedge or other similar structure shall at no time exceed five (5) feet in height. Fences located around pool pumping and filtration systems shall be permitted without prior approval of the Board of Directors.
- 10.10 **Landscaping:** No landscaping that causes a substantial change in the Lot's appearance shall be added, cut down, destroyed or removed without prior written approval of the Board of Directors. On lake lots, no trees or other plantings shall be placed so as to materially obstruct the view from nearby adjoining lots. No weeds,

underbrush or unsightly growth shall be permitted to grow or remain on the Lot. No artificial grass, plants, stones or other artificial vegetation shall be placed or maintained upon any Lot outside of the Living Unit, without prior written approval by the Board of Directors. Stones along foundation plantings shall be permitted.

- 10.11** **Outside Lighting:** No high intensity lighting which significantly illuminates any adjacent Living Unit shall be placed or utilized upon any Lot without the prior written approval of the Board. Other types of low intensity lighting which do not unreasonably disturb the Owners or other occupants of the Properties shall be allowed.
- 10.12** **Mailboxes:** All mailboxes shall be in the basic shape of a rectangular box with a sloped roof in conformity with such other mailboxes within the Lakewood Project. They shall be made of wood, mounted on a wooden post painted brown and located within two (2) feet of the paved roadway.
- 10.13** **Roofs:** All roofs of Living Units shall be of asphalt or fiberglass shingles only unless another material receives proper written approval of the Board of Directors.
- 10.14** **Post Lanterns:** Post lanterns shall be a standard single pole, single fixture type. The Owner is responsible for the maintenance, repair and replacement of any electricity for the post lantern located on his Lot.
- 10.15** **Commercial Activities:** Each Living Unit shall be occupied by only one family at any time, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Lot or Living Unit. The use of a Living Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any Owner from maintaining a professional library, from keeping his business or professional records in his Living Unit, or from handling his business or professional telephone calls or written correspondence in and from his Living Unit.
- 10.16** **Pets:** The Owner of each Living Unit may keep normal domesticated household type pets (such as a cat or a dog) in the Living Unit, provided that no pet may be kept, bred or maintained for any commercial purpose. Any pet must be under direct and immediate voice control, carried under the Owner's arm or leashed at all times while outside of the Living Unit. The Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Properties. No reptiles, amphibians. Poultry or livestock may be kept on the Properties.

- 10.17 Parking and Storage of Vehicles:** Owners and occupants of Living Units may not park, store or keep any truck over one ton rating, commercial truck, boat, trailer, truck camper, recreation vehicle, motorcycle, mobile home, bus, tractor, golf cart, or other vehicle on the Properties overnight outside garages. However, a person non-commercial vehicle or a police emergency vehicle whatsoever on lawn area, or may not park, store or keep any motor vehicle whatsoever on lawn areas, or overnight on roads and streets. Any vehicle which is in wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not, is not permitted except within garages.
- A.** Vehicles with any commercial signs, including non-profit organizations, will not be parked in driveways overnight unless a magnetic cover is provided by the owner that prevents the sign from being seen.
- B.** Lakewood Community provides a rental lot for recreational vehicles, boats, trailers, and other vehicles.
- 10.18 Satellite Dishes, Television and Other Outdoor Antennae:** No outdoor satellite dishes, television, radio or other antenna or antenna system may be erected or installed on a lot or Living Unit without prior written approval of the Board of Directors.
- 10.19 Garage Sales:** No more than two garage sales per calendar year shall be held on any lot. Signs may be placed in the neighborhood the morning of the sale and completely removed before sundown the same day. A county license must be obtained prior to each sale.
- 10.20 Drainage:** No changes in the elevations of the lands shall be made which will interfere with the drainage or otherwise cause undue hardship to adjoining property.
- 10.21 Setback Restrictions:** No building or other structure, except pool enclosures, shall be erected on any lot so that its foundation is nearer to the side lot line than seven and one-half feet or nearer to the front and rear lot lines than twenty five feet. No pool or its enclosure shall be erected on any lot so that its foundation is nearer to the side lot lines than seven and one half feet or nearer to the front lot than twenty five feet or rear lot line than ten feet.
- 10.22 Clotheslines:** No clotheslines or drying yards shall be permitted outside the Living Unit.
- 10.23 Irrigation:** Each lot within Lakewood I shall have underground central sprinkler system for all landscaped areas, with the exception of small patios and the like. Each lot within Lakewood I shall connect to the central irrigation water system and shall be

responsible for paying the requisite fees and charges in connection with the provision of irrigation water. Watering lawns at times other than currently permitted is prohibited. This will be strictly enforced in accordance with paragraph 11.2.

10.24 **Garages:** Each unit shall have an enclosed garage. Garage doors must remain closed unless work in the garage is being done, yard work etc. The door may not remain open for an extended period of time.

10.25 **Yard Accessories:** Such as large cement or stone waterfalls, statues, birdbaths, above ground pools, must have prior approval in writing from the Board of Directors.

10.26 **Completion of Construction Remedy:** When the construction of any building is once begun, work thereon must be pursued diligently and completed within a reasonable time. If for any reason work is discontinued and there is no substantial progress toward completion for a continuous three-month period then the Board shall have the right to notify the owner of record of the premises of its intentions to act under this subparagraph and to invade the premises and take such steps as may be required to correct an undesirable appearance; the reason for such correction shall be solely in the discretion of the Board, and may include but not be limited to aesthetic grounds. The owner of the subject property shall be liable for all costs incurred in such action and the total costs thereof will be a lien on said property, which lien may be foreclosed in the manner provided for foreclosure of mechanics lien in the State of Florida.

10.27 **Improvements to Lot Not Requiring Board of Directors Approval:** Despite the provisions of section 10.1 above, the following items may be placed or installed on lots or Living Units without Prior approval of the Board of Directors.

- A. Swing set, provided it is located in the rear yard
- B. Jungle gym, provided it is located in the rear yard
- C. Solar heating panels on the roof of the Living Unit
- D. Ridge vents
- E. Ventilation turbines
- F. Flag pole less than 12 feet in height
- G. Garage door replacement