

L12000043209

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TALLAHASSEE FLORIDA

JUL 12 2013

D. BRUCE

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: LACROIX REAL ESTATE HOLDINGS LLC.
(Name of Limited Liability Company)

The enclosed member, managing member or manager resignation and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

MICHAEL F BUKOWSKI

(Contact Person)

LACROIX REAL ESTATE HOLDINGS LLC.

(Firm/Company)

2285 FIRST ST

(Address)

FORT MYERS FL33901

(City/State and Zip Code)

For further information concerning this matter, please call:

MICHAEL BUKOWSKI at 239 489-2900

(Name of Contact Person)

(Area Code & Daytime Telephone Number)

Enclosed please find a check made payable to the Florida Department of State for:

☒ \$25 Filing Fee

☐ \$55 Filing Fee &

Certified Copy

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

2013 JUL 11 PM 12:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

**RESIGNATION OF MEMBER, MANAGING MEMBER OR MANAGER
FROM FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY**

1. The name of the limited liability company as it appears on the records of the Florida Department of State is: LACROIX REAL ESTATE HOLDINGS LLC.

2. This limited liability company was organized under the laws of:
FLORIDA

3. The Florida document/registration number of this limited liability company is:
L12000043209

4. I, LACROIX, JEAN-PIERRE DR, hereby resign as a MGRM
(Print Name of Person Resigning) *(Print Title)*

of this limited liability company and affirm the limited liability company has been notified of my resignation in writing.

Signature of Resigning Member, Managing Member or Manager

Filing Fee: \$25.00 (Required)
Certified Copy: \$30.00 (Optional)

FILED
2013 JUL 11 PM 12:16
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Hampton, Tammy

From: Erin Houck-Toll <erin.houck-toll@henlaw.com>
Sent: Thursday, December 04, 2014 9:41 AM
To: Hampton, Tammy
Cc: John Agnew
Subject: Lacroix Real Estate Holdings LLC., Document # L12000043209
Attachments: Final Judgment by Default.pdf; Exhibit D to Complaint - Lacroix.pdf

Ms. Hampton,

This will follow up on our call this morning. A copy of the Final Judgment is attached, together with Exhibit D referred to therein (the unauthorized resignation). As indicated in the judgment, the resignation filed on July 11, 2013 was unauthorized and therefore void and ineffective.

The State document number for the entity is identified in the subject line of this email. It appears the identity of the managing members was corrected in the 2014 annual report, but we still need to void the earlier resignation. Please let me know what is needed to update the state's records on this point.

Regards,
Erin

Erin Houck-Toll
Board Certified Tax Lawyer
Henderson, Franklin, Starnes & Holt, P.A.
1715 Monroe Street
P.O. Box 280
Fort Myers, FL 33902
Direct Dial: 239.344.1296
Direct Fax: 239.344.1547
erin.houck-toll@henlaw.com
www.henlaw.com



CONFIDENTIALITY STATEMENT

Henderson, Franklin, Starnes & Holt, P.A.

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

To reply to our e-mail administrator directly, please send an e-mail to: administrator@henlaw.com

IRS CIRCULAR 230 NOTICE: Pursuant to Treasury Department Circular 230, this is to advise you unless we otherwise expressly state in writing, e-mail communications, including all attachments, from this firm are not intended or written to be

used, and cannot be used, for the purpose of avoiding tax-related penalties. If you wish to engage this firm to provide formal written advice as to federal or state tax issues, please contact the sender.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

JEAN-PIERRE LACROIX,

Plaintiff,

v.

CASE NO. 14-CA-001532

MICHAEL BUKOWSKI and LACROIX
REAL ESTATE HOLDINGS, LLC,

Defendants.

FINAL JUDGMENT BY DEFAULT

The above and foregoing cause came on before the Court upon Plaintiff's Motion for Final Default Judgment as to Counts I and VII of Plaintiff's Complaint against Defendants MICHAEL BUKOWSKI and LACROIX REAL ESTATE HOLDINGS, LLC, and it appearing that Defendants, MICHAEL BUKOWSKI and LACROIX REAL ESTATE HOLDINGS, LLC, were duly and properly served with process on August 15, 2014 and Clerk's Defaults entered on September 5, 2014, and that Plaintiff is entitled to the relief demanded in the Complaint, it is

ORDERED and ADJUDGED:

That Plaintiff, JEAN-PIERRE LACROIX, is entitled to the following relief:

1. As to Count I (declaratory relief), the Court finds Defendant MICHAEL BUKOWSKI's July 11, 2013 attempt to resign the Plaintiff JEAN-PIERRE LACROIX as a managing member of LACROIX REAL ESTATE HOLDINGS, LLC to have been unilateral and unauthorized and therefore void and ineffective. Specifically, the Court finds the "Resignation of Member, managing Member or Manager from Florida or Foreign Limited Liability Company attached as Exhibit D to the Complaint is void and ineffective.

2. As to Count VII (civil theft), the Court finds Defendant MICHAEL BUKOWSKI, knowingly, willfully and fraudulently misappropriated \$606,130.47 from Plaintiff, JEAN-PIERRE LACROIX, 542 Acadie Avenue, Dieppe, New Brunswick, Canada E1A 1H9, who shall have and recover from Defendant MICHAEL BUKOWSKI treble damages in the amount of \$1,815,391.41, for which let execution issue. Said judgment shall bear interest at the prevailing statutory rate of 4.75% per annum from this date through December 31, 2014; and, thereafter, on January 1 of each succeeding year until the judgment is paid, the interest rate will adjust in accordance with Section 55.03, Florida Statutes.

3. IT IS FURTHER ORDERED that the Defendant MICHAEL BUKOWSKI, as judgment debtor, shall complete under oath Florida Rules of Civil Procedure Form 1.977 (Fact Information Sheet), and include all required attachments, and serve it on the judgment creditor's attorney, within 45 days from the date of this Final Judgment unless the Final Judgment is satisfied or post-judgment discovery is stayed.

4. This Court reserves jurisdiction for the entry of further orders that are proper to compel the Defendant, as judgment debtor, to complete Form 1.977 including all required attachments, and serve it on the judgment creditor's attorney, and for the assessment of additional attorney's fees and costs that may be incurred by Plaintiff in its efforts to collect this judgment.

DONE and ORDERED at Fort Myers, Lee County, Florida on
_____, 2014.

ALANE C. LABODA
Circuit Court Judge

The entry of this document was signed
DEC 01 2014
by Alane C. Laboda
Circuit Court Judge

Service of the foregoing Final Judgment
has been made by U.S. Mail this _____
day of DEC 01 2014, 2014,
upon:

John D. Agnew, Esq.
Henderson, Franklin, Starnes & Holt, P.A.
Attorneys for Plaintiff
P. O. Box 280
Fort Myers, FL 33902-0280

Lacroix Real Estate Holdings, LLC
Michael Bukowski, Registered Agent
2285 First Street
Fort Myers, FL 33901

Lacroix Real Estate Holdings, LLC
Michael Bukowski, Registered Agent
411 Keenan Avenue
Fort Myers, FL 33919

— Michael Bukowski
411 Keenan Avenue
Fort Myers, FL 33919

Michael Bukowski
2285 First Street
Fort Myers, FL 33901

By: /s/Kathleen Schneider
Judicial Assistant



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

**RESIGNATION OF MEMBER, MANAGING MEMBER OR MANAGER
FROM FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY**

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4. I, LACROIX, JEAN-PIERRE DR, hereby resign as a MGRM
(Print Name of Person Resigning) (Print Title)
of this limited liability company and affirm the limited liability company has been notified of my resignation in writing.



Signature of Resigning Member, Managing Member or Manager

Filing Fee: \$25.00 (Required)
Certified Copy: \$30.00 (Optional)



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SECRETARY OF STATE
PALM BEACH, FLORIDA

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(Address)

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(City/State and Zip Code)

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(Area Code & Daytime Telephone Number)

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☒ \$25 Filing Fee

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Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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TALLAHASSEE, FLORIDA

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INSTR # 2013000179987, Doc Type MTG, Pages 5, Recorded 08/05/2013 at 09:09 AM,
Linda Doggett, Lee County Clerk of Circuit Court, Mtg Doc: \$647.50 Int. Tax
\$370.00 Rec. Fee \$44.00 Deputy Clerk LFAHRNER

THIS INSTRUMENT PREPARED BY:
RECORD AND RETURN TO:
JOHN S. QAILEY, ESQUIRE
Moraitis, Cofar, Kamey & Moraitis, Attorneys at Law
915 Middle River Drive, Suite 506
Fort Lauderdale, Florida 33304
File No.: 13G-610M-Q

THIS MORTGAGE DEED

Executed this 30th day of July, 2013, by LACROIX REAL ESTATE HOLDINGS LLC., a Florida Limited Liability Company, whose post office address is 2285 First Street, Fort Myers, FL 33901, hereinafter called the Mortgagor, to HILTON JOHNSON and LISA JOHNSON, husband and wife, whose post office address is 3500 Galt Ocean Drive, # 301, Fort Lauderdale, FL 33308, hereinafter called the Mortgagee:

(Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situate in Lee County, Florida, viz:

Unit A-705 of NORTH STAR YACHT CLUB, a Condominium according to the Declaration of Condominium thereof recorded in Official Instrument #2007000224751, of the Public Records of Lee County, Florida, and all amendments thereto, together with its undivided share in the common elements.

Parcel Identification Number: 11-44-24-27-0000A.0705

THIS IS A FIRST MORTGAGE

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

PROVIDED ALWAYS, that if said Mortgagor shall pay unto said Mortgagee the certain promissory note hereinafter substantially copied or identified, to wit:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

and shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.



A handwritten signature, possibly "L. Doggett", written in dark ink.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, any prior or superior liens or encumbrances together with any other encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the highest insurable value in a company or companies acceptable to the Mortgagee, the policy or policies to be held by, and payable to, said Mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the Mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the Mortgagor for any surplus; to promptly provide annual proof of the timely payment of the taxes and insurance coverage; to pay all costs, charges, and expenses, including lawyers' fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, to perform, comply with and abide by each and every agreement, stipulation, condition and covenant set forth in said note and this mortgage or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium, any prior or superior lien or encumbrance and/or any other sum of money payable by virtue of said note and this mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

IF any sum of money herein referred to be not promptly paid within thirty (30) calendar days next after the same becomes due, or if each and every agreement, stipulation, condition and covenant of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

IF Mortgagor fails to perform the covenants and agreements contained in this mortgage, or there is a legal proceeding that may significantly affect Mortgagee's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the Property and Mortgagees' rights in the Property. Mortgagees' actions may include paying any sums secured by a lien which has priority over this mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Mortgagee may take action under this paragraph, Mortgagee does not have to do so. Any amounts disbursed by Mortgagee under this paragraph shall become additional debt of Mortgagor secured by this mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the highest rate allowable by law and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

IF the loan secured by this mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor which exceeded the permitted limits will be refunded to Mortgagor. Mortgagee may choose to make this refund by reducing the principal owed under the note or by making a direct payment to Mortgagor. If a refund reduces the principal, the reduction will be treated as a partial prepayment without any prepayment charge under the note.

IF all or any part of the property or an interest therein is sold or transferred (including an Agreement for Deed or Contract for Deed) by Mortgagor without Mortgagee's prior written consent,

excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable.

IF there is a prior or superior obligation encumbering the title to the subject property, a default in that prior or superior obligation shall constitute a default in the obligation secured by this instrument regardless of whether or not all of the other terms and provisions of the obligation secured by this instrument are in good standing. The Mortgagee may, but shall not be obligated to, cure any default in the prior or superior obligation. The Mortgagee may then declare the obligation secured by this instrument to be in default.

IF part or all of the property is taken by eminent domain, Mortgagee may receive and apply all money paid for the taking to the payments last due on the note or may permit Mortgagor to use part or all of it for other purposes without waiving any right. If any remaining part of the property is inadequate security for the unpaid balance of the note, Mortgagee may accelerate payment of the balance immediately.

THE rents, profits, income, issues and revenue of the property are assigned and pledged as additional security to pay the debt secured by this mortgage with the right, but no duty, by Mortgagee to demand, receive and apply them on the debt at any time after a default under this mortgage. If action is instituted to foreclose or reform this mortgage or to determine the validity or priority of it, Mortgagee is entitled to appointment of a receiver as a matter of strict right without reference to the adequacy or inadequacy of the value of the property or to the solvency or insolvency of mortgage. Any rents collected by Mortgagee or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receivers' fees, premiums on receivers' bonds and reasonable attorneys' fees, and then to the sums secured by this mortgage.

MORTGAGOR shall provide proof of payment of real property taxes and Condominium Association maintenance assessments prior to their being delinquent.

IN the event that any maintenance payments due to the Condominium Association for regular or special assessments are unpaid when due, then this shall constitute a default.

UPON payment of all sums secured by this mortgage, Mortgagee shall release this mortgage without charge to Mortgagor. Mortgagor shall pay any recordation costs.

IF a dispute arises about the note or this mortgage, or both, in which Mortgagee incurs any cost, regardless of whether or not legal proceedings are instituted, or if a proceeding, including appellate proceedings, is maintained by a person other than Mortgagee in which Mortgagee is made a party, all expenses incurred by Mortgagee to prosecute or defend the rights created by this mortgage or the note, or both, with reasonable attorneys' fees shall be paid by Mortgagor. As used in this mortgage and the note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

UPON acceleration or abandonment of the Property, Mortgagee (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Mortgagee or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receivers' fees, premiums on receivers' bonds and reasonable attorneys' fees, and then to the sums secured by this mortgage.

COMMENCING with the September 1, 2013 payment, Mortgagee requires Mortgagor to deposit with Mortgagee on the 1st of each month, in addition to all other payments required by the mortgage and

note until the note is fully paid, an amount equal to one-twelfth (1/12th) of the annual real property taxes and assessments assessed with respect to the mortgage property, as said amounts shall be estimated from time to time by the Mortgagee. Such deposits shall not be, nor be deemed to be, trust funds, but may be from time to time commingled with the general funds of the Mortgagee, and no interest shall be payable with respect thereof. Upon demand by the Mortgagee, Mortgagor shall pay to Mortgagee such additional monies as Mortgagee may demand to make up the deficiencies in the amounts necessary to enable Mortgagee to pay such taxes when due. In the event a default occurs under any of the terms, covenants and conditions of the note, Mortgagee, may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, in any amount held by the mortgagee under this Paragraph.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

LACROIX REAL ESTATE HOLDINGS LLC.,
a Florida Limited Liability Company

M. Silverberg
WITNESS Nancy Silverberg
(PRINT NAME)

By: [Signature]
MICHAEL BUKOWSKI, Managing Member

M. Camora
WITNESS Michelle Camora
(PRINT NAME)

STATE OF FLORIDA,
COUNTY OF Lee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MICHAEL BUKOWSKI, Managing Member of LACROIX REAL ESTATE HOLDINGS LLC., a Florida Limited Liability Company, on behalf of the company. He produced Personally Known as identification or to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the State and County last aforesaid this 30th day of July, 2013.

[Signature]
Print Name: CHERYL PARKER AVERILL
Notary Public, State of Florida

My Commission Expires:

8/3/15

NOTARY PUBLIC-STATE OF FLORIDA
Cheryl Parker Averill
Commission # EE114829
Expires: AUG. 03, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT "A"

PROMISSORY NOTE

\$185,000.00

July 30, 2013
North Fort Myers, Florida

FOR VALUE RECEIVED, the undersigned LACROIX REAL ESTATE HOLDINGS LLC., a Florida Limited Liability Company, promises to pay to the order of HILTON JOHNSON and LISA JOHNSON, husband and wife, at 3500 Galt Ocean Drive, # 301, Fort Lauderdale, FL 33308, or at such other place as the holder hereof may designate in writing, the total principal sum of ONE HUNDRED EIGHTY FIVE THOUSAND and NO/100 DOLLARS (\$185,000.00), together with interest from the date of this note at the rate of eleven percent (11%) per annum. The said interest shall be payable in equal total monthly installments of \$1,695.83 each, commencing on the 1st day of September, 2013, and continuing thereafter on the 1st day of each month until August 1, 2016, at which time the entire principal and interest will be due. Prior to one year from the date of note, there will be a prepayment penalty of five percent (5%) on the unpaid balance of this note. After one year, but prior to two years from the date of note, there will be a prepayment penalty of two percent (2%) on the unpaid balance of this note. Interest shall be calculated on the principal balance from time to time remaining unpaid. All payments shall be applied first to interest then due and owing and the balance applied to principal.

If the Payee has not received the monthly payment by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge equal to five percent (5%) of the overdue payment of principal and interest.

If any default hereunder is not corrected within thirty (30) calendar days after date payment is due, the whole of the unpaid principal balance hereunder and interest accrued to date of default shall forthwith become due and payable, at the option of the holder(s) of this note, without notice.

While in default, and after maturity, this note shall bear interest at the highest legal rate permitted by Florida law from the date of the default or from the date of maturity, in lieu of the rate hereinbefore specified.

Now, should it become necessary to collect this note through an attorney, either of us, whether maker, surety or endorser on this note, hereby agree to pay all costs of collection including a reasonable attorney's fee, both at the trial and any appellate levels. The makers and endorsers severally waive presentment for payment, protest and notice of protest for non-payment of this note, and consent to any extension of time of payment without notice thereof.

LACROIX REAL ESTATE HOLDINGS LLC.,
a Florida Limited Liability Company

By:  (SEAL)
MICHAEL BUKOWSKI, Managing Member