ROGER D. EATON, CHARLOTTE COUNTY CLERK OF CIRCUIT COURT OR BOOK: 4871, PGS: 540 , PAGE: 1 OF 2
INSTR # 3018716 Doc Type: RES, Recorded: 11/4/2021 at 4:12 PM
Rec. Fee: RECORDING $18.50 ERECORDED Cashier By: JACKIEN

Instrument prepared by:
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CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BABCOCK NATIONAL

THIS AMENDMENT is made this 4 day of November, 2021, by Lennar Homes, LLC, a Florida limited liability company ("Declarant"), to the Declaration of Covenants, Conditions and Restrictions for Babcock National.

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Babcock National ("Declaration") is recorded at Instrument Number 2781859, and as may have been subsequently amended, of the Public Records of Charlotte County, Florida; and

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

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

WHEREAS, Declarant is desirous of amending the Declaration.

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

WITNESSES (2)

Sign: Rachel Rose
Print: Rachel Rose

Sign: Tammy Kenes
Print: Tammy Kenes

LENNAR HOMES, LLC
a Florida limited liability company

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

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me, by means of *(check one)* [✓] physical presence OR [ ] online notarization, this 4 day of November, 2021, by **Darin McMurray**, as **Vice President** of **Lennar Homes, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me.

(Notary Seal/Stamp)

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

Notary Public

Sign: Amy Renee Hofschneider
Print: Amy Renee Hofschneider

EXHIBIT "A"

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BABCOCK NATIONAL

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

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

* * * * * *

5. GENERAL COVENANTS AND USE RESTRICTIONS.

Sections 5.1 through 5.12 remain unchanged.

5.13 **Landscaping.** The Association has the right, but not the obligation, to assume the responsibility to maintain the exterior landscaped portions of the Lots and Living Units within Babcock National, which includes lawn, shrubs, trees, and other landscaping, except for any areas enclosed by fencing or other screening or otherwise not readily accessible from outside the Lots or Living Units. The Association's costs associated with the maintenance described in this Section shall be a Common Expense of the Association and shall ~~to~~ be allocated among all Lots or Living Units pursuant to Section 9.1 of the Declaration; provided, if appropriate, costs may be assessed as a Specific Assessment in~~,~~ accordance with Section 9.5 of the Declaration. Notwithstanding the foregoing, upon request by a Neighborhood Association, the Association can delegate ~~is~~ its rights, duties, and obligations under this Section to a Neighborhood Association so long as the Neighborhood Association complies with the provisions of this Section. Regardless of whether the Association or a Neighborhood Association, as the case may be, assumes the maintenance responsibility for the exterior portions of Lots and Living Units, Owners shall be solely responsible, at their sole cost and expense, for watering, maintaining, and replacing any landscaping, trees, sod, and irrigation equipment (including pipes, valves, and heads) in the verge (i.e. the landscaped area between the sidewalk and the street), as well as replacing~~, at the Owner's sole cost and expense,~~ any and all landscaping contained on a Lot (including, but not limited to, shrubs, trees, plants, and sod) if such landscaping either dies or requires replacement for any reason (including, but not limited to, weather damage, insect or disease). The Association shall have a perpetual non-exclusive easement over all of Babcock National, including the Living Units (but not inside any structure within a Living Unit), for the purpose of performing its maintenance responsibilities under this Section. Such easement may be exercised, without prior notice, by the Association, its officers, directors, employees, agents, and contractors, and entry upon any Living Unit for such purpose shall not be deemed a trespass. No landscaping shall be added, augmented, replaced, cut down, destroyed or removed without the prior written approval of the ARC. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Lot outside of the Living Unit and the Living Unit's privacy walls, unless approved by the ARC.

Sections 5.14 through 5.16 remain unchanged.