ROGER D. EATON, CHARLOTTE COUNTY CLERK OF CIRCUIT COURT OR BOOK: 4855, PGS: 195 , PAGE: 1 OF 4
INSTR # 3007227 Doc Type: RES, Recorded: 10/7/2021 at 4:09 PM
Rec. Fee: RECORDING $35.50 ERECORDED Cashier By: KARENB

This 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 5 day of October, 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 is recorded at Instrument Number 2781859 ("Declaration"), 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 this Declaration, and any recorded Exhibit hereto; and

WHEREAS, Declarant is desirous of amending Section 5.3 of the Declaration.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESSES (2)

Sign: Carolyn Joan Patton
Print: Carolyn Joan Patton

Sign: Merry Prentis
Print: Merry Prentis

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 [✓] physical presence OR [ ] online notarization, this 5 day of October, 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

Sign: Amy Renee Hofschneider
Print: Amy Renee Hofschneider

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

EXHIBIT "A"

CERTIFICATE OF 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 and 5.2 remain unchanged.

5.3 Leasing. The minimum allowable lease period shall be thirty (30) consecutive days. All leases are subject to the following restrictions and conditions:

(A) The lease must be written, and a fully executed copy must be provided to the Association not less than fifteen (15) days before the beginning of the lease term, together with such other information about the tenants as the Board may reasonably require and permissible under applicable law.

(B) No lease may be for a period of less than thirty (30) consecutive days or one (1) month, whichever is less.

(C) No subleasing or assignment of lease rights is allowed.

(D) No one but the lessee and the lessee's Family, may occupy the Living Unit during a lease.

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

However, to the extent any provision in this Section 5.3 is deemed a "legal restriction on conveyance" as set forth in 24 C.F.R. S. 203.41 (as may be amended), such provision shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

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

Sections 5.4 through 5.16 remain unchanged.