

Instrument prepared by and after
recording return to:
Jennifer A. Nichols, Esq.
Roetzel & Andress
850 Park Shore Drive
Naples, FL 34103
(239) 649-6200

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**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VERANDAH**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Verandah is made this 1 day of May, 2015 by **KH VERANDAH LLC**, a Florida limited liability company (the "**Declarant**").

RECITALS

A. On December 11, 2002, Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Verandah (the "Declaration"), recorded in Official Records Book 3795, Page 2515, *et seq.*, of the Public Records of Lee County, Florida.

B. The Declaration, and all subsequent amendments and supplements thereto are collectively referred to as the "Declaration".

C. Pursuant to the terms of Article XIX, Section 19.1 of the Declaration, the Declarant may unilaterally amend the Declaration in its sole discretion prior to termination of the Class B membership, as that term is defined therein, so long as the amendment does not substantially conflict with the Master Plan.

D. The Class B membership has not terminated and the Declaration desires to amend the Declaration.

NOW THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby amends the Declaration as follows:

Note: [Deleted language is ~~stricken through~~; new language is underlined]

Article III is hereby amended as follows to add Section 3.5:

3.5. Leasing of Units. "Leasing," for purposes of this paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee service, gratuity, or emolument. Each Unit may only be leased for residential, non-business purposes, to one person or a single household. For purposes of this paragraph, a person includes any legal entity such as a corporation, partnership, limited liability company, trust, or other legal entity but if the person leasing a Unit is not a natural person, the lease must name the primary occupant which shall be either one natural person or a single household. For purposes of this paragraph, a single household means person related by blood, marriage, or adoption or not more than two (2) unrelated persons and their children. All leases shall be in writing. No Unit may be leased

more than three times in any one calendar year or the number of times as may be limited by the Supplemental Declaration or Governing Document affecting a particular Neighborhood, whichever is less. All leases shall have a minimum term of thirty consecutive days or the minimum number of days as may be limited by the Supplemental Declaration or Governing Document affecting a particular Neighborhood, whichever is more. The Board may require that an Owner or an Owner's proposed lessee complete and submit a lease application form as adopted by the Board, and/or utilize an approved form lease, for approval by the Board. Notice of any lease, the lease application (if required), a copy of the lease, payment of the current fee as approved by the Board, or other matters as may be required by the Board, shall be given to the Board by the Owner at least twenty days before the commencement date of the lease. The Board may charge a higher lease processing fee to review leases which are submitted less than twenty days before commencement of the lease but in no event shall a lease be submitted for review less than ten days before commencement of the lease. No lessee may begin occupancy under a lease until and unless a Neighborhood Association or the Board has approved such lease. The Board may delegate its authority to review and approve leases to a person or committee appointed by the Board, and such person or the committee members are not required to be members of the Association. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Use Restrictions. The restrictions in this section shall not apply to any leasing or rental activities conducted, by or on behalf of, the Declarant.

(A) Approval. After the required notice and all information or interviews requested have been provided, the Board or its designee shall approve or disapprove the proposed lease within twenty (20) days. If the Board or its designee neither approves nor disapproves within the time stated above, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(B) Disapproval. A proposed lease shall be disapproved by the Board or its designee, the Unit Owner shall be notified in writing, and the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. The Unit Owner is delinquent in the payment of assessments at the time the application is considered;
2. The Unit Owner has a history of leasing his Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
3. The Unit Owner is in violation of the Governing Documents;
4. The real estate company or rental agent handling the leasing transaction on behalf of the Unit Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
5. The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the community;
6. The prospective lessee has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

7. The prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
8. The lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules; or
9. The prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.
10. The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

(C) Failure to Give Notice. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the Unit Owner.

(D) Association's Ability to Collect Rent from Lessee. Subject to the procedures and limitations set forth in Section 720.3085(8), Florida Statutes, if a Unit is occupied by a lessee and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the lessee pay the subsequent rental payments and continue to make such payments until all monetary obligations of the Owner related to the Unit have been paid in full to the Association. The lessee must pay the monetary obligations to the Association until the Association releases the lessee or the lessee discontinues tenancy in the Unit. The Association may evict the lessee if the lessee fails to make a required payment to the Association.

(E) Regulation by Association. All of the provisions of the Governing Documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the Owner. 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, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

IN WITNESS WHEREOF, the undersigned has signed and sealed this Amendment the day and year first above written.

WITNESSES:

[Signature]
Printed Name: Kim Bill

[Signature]
Printed Name: Jolie DeWitt

KH Verandah LLC, a Florida limited liability company

By: [Signature]
Print Name: Paul Martin
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 1 day of May, 2015, by Paul Martin, as Authorized Signatory for KH Verandah LLC, a Florida limited liability company, on behalf of said companies and who is () personally known to me or who has produced _____ as identification and acknowledged executing the same under authority vested in him/her by said company.

[Signature]
Notary Public
Print Name:
My Commission Expires:

