

Prepared by and return to:

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Cross reference:
Declaration: O.R. Book 3795, Page 2515

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

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VERANDAH (“Amendment”) is made on September 30th, 2016, by **KH VERANDAH LLC**, a Florida limited liability company (“**Declarant**”), with reference to the following facts:

WITNESSETH:

WHEREAS, pursuant to that certain Assignment of Declarant’s Rights recorded as Instrument Number 2012000232171 in the public records of Lee County, Florida (“**Public Records**”) and those certain Articles of Merger of Limited Liability Company, a copy of which are recorded as Instrument Number 2015000117072 in the Public Records, Declarant is the “Declarant” under that certain Declaration of Covenants, Conditions, and Restrictions for Verandah, recorded in Official Records Book 3795, Page 2515, of the Public Records (as amended and supplemented, collectively, the “**Declaration**”); and

WHEREAS, pursuant to Article XIX, Section 19.1(a) of the Declaration, until the termination until termination of the Class “B” membership, the Declarant may unilaterally amend the Declaration for any purpose so long as such amendment does not substantially conflict with the Master Plan; and

WHEREAS, as of the date of this amendment, the Class B membership has not terminated and Declarant desires to amend the Declaration in a manner that does not substantially conflict with the Master Plan, as more specifically set forth in this Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration in the following respect and declares that all of the Property shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby:

1. Easements of Encroachment. Section 11.2 of the Declaration is hereby amended by adding the following language at the end of such section:

Lee County will not permit or allow encroachments into any easement dedicated to, or owned by, the public. Notwithstanding anything to the contrary in this section, Lee County does not expressly or by implication authorize encroachments, and this section does not expressly or by implication authorize encroachments, which violate Lee County Code, or would otherwise require prior County authorization. This section does not limit Lee County’s ability to pursue all available remedies to prevent, remove or extinguish encroachments violating County regulations.

2. Negotiations and Mediation. Section 14.4(b) of the Declaration is hereby amended and restated in its entirety as follows:

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may, but is not obligated to, appoint a representative to assist the Parties in negotiation.

(ii) If the Parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), then before the Claim can be filed in court, Claimant shall serve the other Party to the Claim with written demand to participate in presuit mediation pursuant to Section 720.311, *Florida Statutes*, unless the Claim is not eligible for, or not subject to, the requirement of presuit mediation as described in Section 720.311, *Florida Statutes*.

3. Capitalized Terms; Effect of Amendment. Any capitalized terms used in this Amendment, which are not defined herein, shall have the meanings ascribed to them in the Declaration. Except as expressly modified by this Amendment, the Declaration shall remain unmodified and unamended, and Declarant hereby ratifies and reaffirms same.

[Signature page follows.]

IN WITNESS WHEREOF, Declarant has executed this Amendment the date first stated above.

DECLARANT:

KH VERANDAH LLC,
a Florida limited liability company

By: *Paul Martin*
Paul Martin, Authorized Signatory

WITNESSES:

[Signature]
Signature of Witness #1
Kimberly Bill
Typed/Printed Name of Witness #1

[Signature]
Signature of Witness #2
Steve Benson
Typed/Printed Name of Witness #2

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 30 day of September, 2016, by Paul Martin, as Authorized Signatory of KH Verandah LLC, a Florida limited liability company, on behalf of the company. He / / is personally known to me or / / has produced as identification.



KIMBERLY BILL
MY COMMISSION # EE 854188
EXPIRES: March 27, 2017
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida
Kimberly Bill
Print Name
My Commission Expires:
(SEAL)