

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

INSTR # 2015000117096, Pages 3  
Doc Type RES, Recorded 06/01/2015 at 01:07 PM,  
Linda Doggett, Lee County Clerk of Circuit Court  
Rec. Fee \$27.00  
Deputy Clerk DMAYS  
#2

(Space above line for recording information)

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

This Amendment to Declaration of Covenants, Conditions and Restrictions for Verandah is made this 26<sup>th</sup> 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]

7.4 Compliance and Enforcement

Every Owner and occupant of a Unit shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents (including, without limitation, the Design Guidelines, Use Restrictions, and Rules and Regulations) after notice and a hearing in accordance with the procedures set forth in the By-laws. Such sanctions may include, without limitation:

[Sub-section (a) remains unchanged]

(b) suspending any Person's right to use any portion of the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit by an

Owner or Tenant/Lessee:

[Sub-sections (c) through (h) remain unchanged]

15.4 Rights of Access and Parking.

There is hereby established for the benefit of the Private Amenity and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and nonexclusive easement of access and use over all roadways located within Verandah reasonably necessary to travel between the entrance to Verandah and the Private Amenity, except as restricted by the Association pursuant to Section 7.4, and over those portions of Verandah (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Private Amenity. Without limiting the generality of the foregoing, members of the Private Amenity and guests and invitees of the Private Amenity shall have the right to park their vehicles on the roadways located within Verandah at reasonable times before, during, and after tournaments and other similar functions held by or at the Private Amenity to the extent that the Private Amenity has insufficient parking to accommodate such vehicles.

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

WITNESSES:

Kim Bill  
Printed Name: Kim Bill

KH Verandah LLC, a Florida limited liability company

Sharon Webster  
Printed Name: Sharon Webster

By: Paul Martin  
Print Name: Paul Martin  
Title: Authorized Signatory

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29 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.



KIMBERLY BILL  
MY COMMISSION # EE 85418  
EXPIRES: March 27, 2017  
Bonded Thru Budget Notary Services

Kimberly Bill  
Notary Public  
Print Name:  
My Commission Expires:

**JOINDER AND CONSENT**

Verandah Development LLC, a Florida limited liability company, being the owner and operator of Verandah Club, hereby joins in and consents to this Amendment to Declaration of Covenants, Conditions and Restrictions for Verandah.

IN WITNESS WHEREOF, the undersigned has signed and sealed this Joinder and Consent on this 29<sup>th</sup> day of May, 2015.

WITNESSES:

*Kim Bill*  
Printed Name: Kim Bill

Verandah Development LLC, a Florida limited liability company

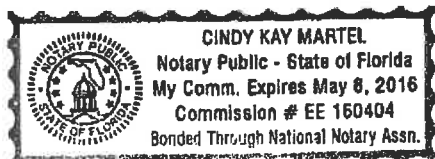
*Cindy Kay Martel*  
Printed Name: Cindy Kay Martel

By: The Kolter Group, a Florida limited liability company, its manager

By: *Paul Martin*  
Print Name: Paul Martin  
Title: Manager

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 2015, by Paul Martin, as Manager of The Kolter Group, a Florida limited liability company, as Manager of Verandah Development LLC, a Florida limited liability company, on behalf of said companies and who is (X) personally known to me or who has produced \_\_\_\_\_ as identification and acknowledged executing the same under authority vested in him/her by said company.



*Cindy Kay Martel*  
Notary Public  
Print Name: Cindy Kay Martel  
My Commission Expires: May 8, 2016