

This document prepared by
and return to:
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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 14th day of April, 2006 by VERANDAH DEVELOPMENT 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 Declarant desires to amend the Declaration.

NOW THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby amends section 8.11 of the Declaration by adding a new sub-section (e) to read as follows:

8.11(e) Donation to the Southwest Florida Community Foundation. Notwithstanding subsection 8.11(c) above, unless and until this subsection 8.11(e) is repealed or further amended, all transfer fees shall be donated to the Verandah Fund managed by the Southwest Florida Community Foundation (the "Foundation"). All transfer fees currently held by the Association as of the date of this Amendment shall be transferred to the Foundation within thirty (30) days after the date of this Amendment. All transfer fees collected by the Association after the date of this Amendment shall be transferred to the Foundation on a quarterly basis, approximately fifteen (15) days after the end of each calendar quarter. This subsection 8.11(e) may be unilaterally amended or repealed by the Declarant so long as the Declarant is a Class "B" member. Thereafter, this subsection 8.11(e) may be amended pursuant to section 19.2 of the Declaration.

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

WITNESSES:

**VERANDAH DEVELOPMENT LLC,
a Florida limited liability company,**

By: Resource Conservation Properties, Inc.
a Florida corporation

Its: Managing Member

By: Katherine C. Green
Katherine C. Green

Its: Vice President
(CORPORATE SEAL)

Sandy Nagorski
Printed Name: SANDY Nagorski

Joanne Janes
Printed Name: Joanne Janes

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18th day of April, 2006 by Katherine C. Green, Vice President of Resource Conservation Properties, Inc., a Florida corporation, Managing Member of Verandah Development LLC, a Florida limited liability company, on behalf of said corporation and company. She is personally known to me.

(SEAL)

Joanne Janes
Notary Public Joanne Janes
Printed Name: _____
Serial No.: _____
My Commission Expires: _____

