

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 26 day of October, 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8.11(c) above, unless and until this subsection 8.11(e) is repealed or further amended, all transfer fees  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subsection 8.11(e) may be unilaterally amended or repealed by the Declarant so long as the Declarant is a  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

*Sandy Nagorski*  
Printed Name: Sandy Nagorski

*Pamela Koch*  
Printed Name: Pamela Koch

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October 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.

*Shirley M. Thompson*  
Notary Public

Printed Name: Shirley M. Thompson  
Serial No.: DD 200020  
My Commission Expires: 5/20/07

(SEAL)

