

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 19th day of June, 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]

1. Exhibit "C" to the Declaration, Initial Use Restrictions, Section 2(a) is hereby amended as follows:

(a)(i) Parking of any vehicle is prohibited on public or private streets or thoroughfares within the Properties except for: (a) law enforcement or emergency vehicles, (b) construction and home maintenance service vehicles (pool, landscape, repair, cleaning, etc.) which may be parked in the public or private streets or thoroughfares during normal daytime working hours but not on Sundays or holidays and (c) passenger vehicles of an Owner, renter, or guest which may be parked on the street directly in front of that Owner's or renter's own Unit for a period of up to 4 consecutive hours in any contiguous 24 hour period between 8 a.m. and 12 midnight, subject to the following limitations: (1) the right to park any passenger vehicles of an Owner, renter, or guest on the street under this sub-section is limited to two (2)

days in any one calendar week; and (2) any day that any passenger vehicle of an Owner, renter, or guest is parked on the street for any number of hours up to the maximum amount permitted in this sub-section constitutes the usage of one of the two allocated days of that calendar week. Any on street parking other than that expressly permitted in this paragraph and paragraph 2.(a)(ii) below requires approval in advance from the Gatehouse which approval shall not be unreasonably withheld.

(a)(ii) Parking of commercial vehicles or equipment that are identified by visible commercial lettering, mobile homes, recreational vehicles, ATV's, golf carts, "3 wheelers", boats and other watercraft, trailers, stored vehicles, vehicles under repair, or inoperable vehicles anywhere within the Properties other than in enclosed garages is prohibited; except that (i1) law enforcement vehicles may be parked in driveways at anytime and (ii2) construction or home maintenance service vehicles (pool, landscape, repair, cleaning, etc.) may be parked in driveways and roadways during normal daytime construction hours but never on Sundays or holidays, unless prior approval has been granted by the Board or Gatehouse, ~~and (iii3)~~ recreational vehicles and boats may be parked in driveways for not more than 24 hours while loading and unloading; but not more than twice per month, ~~and (4)~~ automobiles, SUV's, and standard pickup trucks of up to 3/4 ton capacity may be parked in a driveway provided (a) they do not have visible commercial signage or lettering, (b) their suspension system has not been altered from the original manufacturer's specifications, (c) their wheel and tire size has not been altered from the original manufacturer's specifications, (d) a pickup truck must have the factory installed tailgate or a substantially similar equivalent which must remain in the "up" position and no mesh or cargo net type tailgate are permitted, (e) no material or merchandise is visible in the open bed of a pickup truck, (f) no dual tires or vehicles with more than three axles are allowed, (g) the vehicle must be registered to the Verandah address at or near the location it is parked, and (h) except for tonneau or professionally-installed fiberglass or vinyl bed covers, no after-market toppers or camper type bed coverings are allowed.

(a)(iii) Privately owned golf carts, motorized ATV's or motorized skateboards are not permitted to be operated within the Verandah property boundaries at any time. Motorcycles, motorized scooters and motorized mopeds that are licensed by the State of Florida are permitted only on named roadways, and are not permitted on bike paths, walking trails, golf cart paths, or community areas.

(a)(iv) Violators of paragraph 2(a)(i) are subject to being issued a written warning by the Verandah Community Association (VCA). Any Owner, resident or renter receiving three (3) written warnings in a rolling three (3) month period shall lose their entire on-street parking privileges for themselves as well as guests for a three (3) month period. If the same Owner, resident or renter receives a subsequent three written warnings over any future time period, they shall lose their entire on-street parking privileges for themselves as well as guests for a six (6) month period. If the same Owner, resident or renter receives an additional three more written warnings over any future time period they shall permanently lose their entire on-street parking privileges for themselves as well as guests. Vehicles of an Owner, resident, renter or guest found parked on the street for any amount of time during a period of suspended on-street parking privilege are subject to the following at the Verandah Community Association's (VCA) sole discretion: (a) having that vehicle towed away at the Owner's or renter's expense, and/or (b) having the Gatehouse suspend all scan-pass access and guest access to Verandah and allow entry to Verandah to only those vehicles that were on the Owner's or renter's original Gatehouse profile (or a one-for-one substitute of a different vehicle for one that was on the original Gatehouse profile) until the end of the on-street parking suspension period, after providing the Owner, resident or renter with the requisite notice and opportunity for hearing as set forth in the By-laws.

(a)(v) Violators of paragraph 2(a)(ii)(3) are subject to being issued a written warning by the


Verandah Community Association (VCA) if a recreational vehicle or boat is parked on the street, parked in the driveway for more than 24 hours, parked in the driveway more than twice per month, and/or parked in the driveway for any purpose other than loading or unloading the recreational vehicle or boat such as, but not limited to, repairs, used as living space, etc. The violator will have 24 hours to remove the violation (i.e. put the recreational vehicle or boat in a garage or take them out of Verandah) or face subsequent written violation warnings for the infraction. Violators receiving two (2) written warnings in a rolling six (6) month period will lose their ability to bring a recreational vehicle or boat into Verandah for a six (6) month period. If an additional violation occurs after a six-month suspension is warranted, the violator shall lose their ability to bring a recreational vehicle or boat into Verandah for a twelve (12) month period. A subsequent violation after a 12-month suspension is warranted shall result in a permanent loss of privilege to bring a recreational vehicle or boat into Verandah. The Violator will be provided with notice and opportunity for hearing as set forth in the Bylaws before suspension of their use rights.

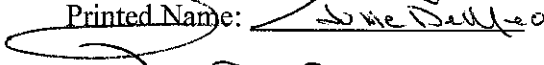
(a)(vi) Violators of paragraph 2(a)(ii)(4) are subject to being issued a written warning by the Verandah Community Association (VCA) if a non-compliant vehicle as detailed in paragraph 2(a)(ii)(4) is parked in the driveway. The violator will have 24 hours to remove the violation (i.e. put the non-compliant vehicle in a garage or take it out of Verandah) or face subsequent written violation warnings for the infraction. Violators receiving two (2) written warnings in a rolling six (6) month period will lose their ability to bring such non-compliant vehicle into Verandah for a six (6) month period. If an additional violation occurs after a six-month suspension is warranted, the violator shall lose their ability to bring such non-compliant vehicle into Verandah for a twelve (12) month period. A subsequent violation after a 12-month suspension is warranted shall result in a permanent loss of privilege to bring such non-compliant vehicle into Verandah. The Violator will be provided with notice and opportunity for hearing as set forth in the Bylaws before suspension of their use rights.

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

WITNESSES:


Printed Name: Donna DeLorenzo


Printed Name: Paul Martin

KH Verandah LLC, a Florida limited liability company


By: 
Print Name: Paul Martin
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 19 day of June, 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 854188
EXPIRES: March 27, 2017
Bonded Thru Budget Notary Services



Notary Public
Print Name:
My Commission Expires:

Instrument prepared by and after
recording return to:
Jennifer A. Nichols, Esq.
Roetzel & Andress
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

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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 26th 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 Bell
Printed Name: Kim Bell

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 (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.



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

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 29th 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 29th 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 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