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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 21<sup>st</sup> day of MAY, 2021 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 that certain Assignment of Declarant's Rights recorded as Instrument Number 2012000232171, in the Public Records of Lee County, Florida, and those certain Articles of Merger of Limited Liability Company, a copy of which are recorded as Instrument Number 2015000117072 in the Public Records of Lee County, Florida, Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions, and restrictions for Verandah, recorded in O.R. Book 3795, Page 2515, *et seq.*, of the Public Records (as amended and supplemented, collectively, the "**Declaration**"); and

D. 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.

E. 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, ~~(c) Association or Club vehicles being used in the operation or maintenance of the Properties,~~ and (d) 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 (1) law enforcement vehicles may be parked in driveways at any time and (2) 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, (3) 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. This prohibition or restriction does not apply to golf carts, low speed vehicles or other light motor vehicle (LMV) owned or operated by the Association or the Club, including, but not limited to, its employees or contractors, for the maintenance or operation of the Properties and other appropriate Association and Club purposes; it being the express intent that such usage by the Association and Club is allowed within Verandah.

(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, except that low-speed vehicles as defined in Florida Statutes section 316.2122 (LSV) are permitted if properly registered with the Association and the State of Florida. The Association may further promulgate rules regarding the usage and operation of LSV within the Properties, including fees for registration and areas in which they may be used or prohibited. 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.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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

WITNESSES:

Deanna S Busbin  
Printed Name: Deanna S Busbin

Lynne Pietrzyk  
Printed Name: Lynne Pietrzyk

KH Verandah LLC, a Florida limited liability company

By: Paul Martin  
Paul Martin, Authorized Signatory

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2021, 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.

April Ralph  
Notary Public  
Print Name: April Ralph  
My Commission Expires: 06/11/2022



April Ralph  
Commission # GG209711  
Expires: June 11, 2022  
Bonded thru Aaron Notary