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**SECOND AMENDMENT TO
DECLARATION OF EASEMENTS AND
COVENANT TO SHARE COSTS FOR VERANDAH**

THIS SECOND AMENDMENT TO DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS FOR VERANDAH (“Second Amendment”) is made effective as of January 1, 2015, by VERANDAH DEVELOPMENT LLC, a Florida limited liability company (“Declarant”), with reference to the following facts:

WITNESSETH

WHEREAS, on May 16, 2003, Declarant executed that certain Declaration of Easements and Covenant to Share Costs for Verandah, recorded in Book 3795, Page 2515, of the Public Records of Lee County, Florida and, thereafter, pursuant to Section 2.2 thereof, assigned to the Association maintenance responsibility for the Joint Property pursuant to that certain Transfer and Assignment of Maintenance Responsibilities and Amendment to Declaration of Easements and Covenant to Share Costs for Verandah recorded as Instrument No. 2007000377061, in the Public Records of Lee County, Florida (referred to in this Second Amendment collectively as the “Covenant to Share Costs”;

WHEREAS, pursuant to Section 3.1 of the Covenant to Share Costs, the Club is obligated to pay an equitable portion of the Joint Property Expenses incurred by the Association;

WHEREAS, pursuant to the authority given to Declarant in Section 5.3 of the Covenant to Share Costs, Declarant may unilaterally amend the Covenant to Share Costs for any purpose so long as Declarant owns any property within the Master Plan and such amendment does not substantially conflict with the Master Plan and is not contrary to the general scheme of development of Verandah; and

WHEREAS, Declarant owns property within the Master Plan, and desires to amend the Declaration in a manner that does not substantially conflict with the Master Plan and is not contrary to the general scheme of development of Verandah, as more specifically set forth in this Second Amendment.

NOW, THEREFORE, Declarant hereby amends the Covenant to Share Costs as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Definitions. All capitalized terms used in this Second Amendment, that are not otherwise expressly defined herein, shall have the meaning ascribed to such terms in the Covenant to Share Costs.
3. Computation of Contributions. Section 3.2 is hereby amended by deleting the first paragraph of such section in its entirety and substituting the following therefor:

On an annual basis, at least 90 days before the beginning of its fiscal year, the Association shall determine an estimated budget of Joint Property Expenses for the upcoming year, including the expenses the Club is expected to incur in the performance of the Joint Property maintenance obligations assigned to it pursuant to Section 2.2. The total budget of Joint Property Expenses shall be allocated between the Association and the Club. The Club shall pay a portion of the Joint Property Expenses in an amount equal to the lesser of: (a) fifteen percent (15%) of the Joint Property Expenses; or (b) FIFTY THOUSAND DOLLARS AND NO/100 DOLLARS (\$50,000.00), per annum. The Association shall pay the remainder of the Joint Property Expenses, which amount shall be assessed as a Common Expense (as the term is defined in the Declaration) of the Association.

4. Effect of Amendment. Except as amended and modified by this Second Amendment, the Covenant to Share Costs is unchanged, remains in full force and effect and is hereby ratified by the Declarant.

[Signature page on following page.]

[Signature Page to Second Amendment to Declaration of Easements and
Covenant to Share Costs for Verandah]

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to be duly executed effective on the date stated above.

WITNESSES:

DECLARANT:

By: [Signature]
Print Name: Buck Gladden
By: [Signature]
Print Name: Cindy Martel

VERANDAH DEVELOPMENT LLC, a Florida limited liability company

By: **THE KOLTER GROUP LLC**, a Florida limited liability company, Its Manager

By: [Signature]
Print Name: JAMES P HARVEY
Its: Vice President

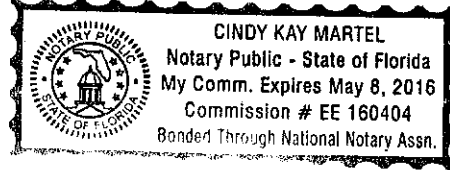
Address: 701 South Olive Avenue
Suite 104
West Palm Beach, FL 33401

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 15th day of April, 2015, by James P. Harvey, as Vice President of The Kolter Group LLC, a Florida limited liability company, the Manager of Verandah Development LLC, a Florida limited liability company on behalf of the company. He is personally known to me or produced _____ as identification.

[Signature]
Notary Public, State of Florida
Cindy Kay Martel
Print Name
My Commission Expires: May 8, 2016

(NOTARIAL SEAL)



JOINDER AND CONSENT OF ASSOCIATION

IN WITNESS WHEREOF, the undersigned, hereby joins in the execution of this Second Amendment to Declaration of Easements and Covenant to Share Costs for Verandah to evidence its joinder and consent thereto by and through its authorized representative.

WITNESSES:

Signed, sealed and delivered
in the presence of:

VERANDAH COMMUNITY ASSOCIATION, INC.,
a corporation not for profit

[Signature]

By: [Signature]
Paul Martin, President

Signature of Witness #1
Buck Gladden
Typed/Printed Name of Witness #1

[Signature]
Signature of Witness #2
Cindy Martel
Typed/Printed Name of Witness #2

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 15th day of April, 2015, by Paul Martin, as President of Verandah Community Association, Inc., a corporation not for profit. He is personally known to me or / / has produced _____ as identification.

[Signature]
Notary Public, State of Florida
Cindy Kay Martel
Print Name
My Commission Expires: May 8, 2016

(NOTARIAL SEAL)

