

When Recorded, Return To:
Mrs. Robin N. Leete
Bonita Bay Community Assoc.
3531 Bonita Bay Blvd., Ste. 200
Bonita Springs, FL 34134

INSTR # 2009000345612, Pages 2
Doc Type RES, Recorded 12/30/2009 at 04:17 PM,
Charlie Green, Lee County Clerk of Circuit Court
Rec. Fee \$18.50
Deputy Clerk LFAHRNER
#3

STATE OF FLORIDA

Cross Reference: Book 3795

Page 2515

COUNTY OF LEE

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
VERANDAH**

THIS AMENDMENT to the Declaration of Covenants, Conditions, and Restrictions for Verandah is made this 9th day of December, 2009, by Verandah Development LLC ("Declarant").

WITNESSETH:

WHEREAS, on December 11, 2002, Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Verandah, recorded in Book 3795, Page 2515, *et seq.*, of the Public Records of Lee County, Florida (as amended and supplemented from time to time, the "Declaration"); and

WHEREAS, pursuant to the terms of Section 19.1 of the Declaration, Declarant may unilaterally amend the Declaration for any purpose until termination of the Class "B" membership, so long as such amendment does not substantially conflict with the Master Plan; and

WHEREAS, the Class "B" membership has not terminated and this amendment does not substantially conflict with the Master Plan.

NOW, THEREFORE, Declarant hereby amends the Declaration by deleting Section 8.7(b) in its entirety and by substituting the following therefor:

(b) Declarant's Option to Fund Budget Deficits. During the Class "B" membership, Declarant may satisfy its obligation for assessments on Units which it owns and are subject to assessment or for which it is contractually obligated to fund a Builder's assessment obligation either by: (i) paying such assessments in the same manner as any other Owner, or (ii) by paying the difference between (A) the amount of assessments levied on all other Units subject to assessment plus other income of the Association, and (B) the amount of actual expenditures by the Association (excluding any amounts in the budget of Common Expenses for capital and contingency reserves) during the fiscal year. Unless the Declarant otherwise notifies the Board in writing at least 60 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same

basis as during the immediately preceding fiscal year. Regardless of the Declarant's election, the Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Class "B" membership, the Declarant shall pay assessments on its unsold Units in the same manner as any other Owner.

IN WITNESS WHEREOF, Verandah Development LLC, a Florida limited liability company, does hereby execute this Amendment to the Declaration of Covenants Conditions and Restrictions through its undersigned managing member, Resource Conservation Properties, Inc., a Florida corporation by its undersigned authorized officer this 8 day of Dec, 2009.

DECLARANT: Verandah Development LLC, a Florida limited liability company

By: Resource Conservation Properties, Inc., a Florida corporation
Its: Managing Member

Diane Murray
WITNESS
Bonnie Thibodeau
WITNESS

By: [Signature]
Name: Gary Dumas
Its: VP

Attest: _____
Name: _____
Its: _____

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 8th day of December, 2009, by Gary Dumas, as VP of Resource Conservation Properties, Inc., a Florida corporation, the managing member of Verandah Development LLC, a Florida limited liability company, on behalf of such entity. She/he is personally known to me or has produced _____ as identification and did (did not) take an oath.

Given under my hand and official seal this 8th day of December, 2009.

My term of office expires on 12/3/10.

Diane Murray [SEAL]
NOTARY PUBLIC
DIANE MURRAY

516701/Verandah/CADocs/Amend/ -112309

