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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 July, 2011 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 8.8 of the Declaration as follows:

Note: [Deleted language is ~~stricken through~~; new language is underlined]

8.8 Lien for Assessments.

The Association shall have a lien against each Unit to secure payment of delinquent assessments, as well as any interest, late charges (subject to the limitations of Florida law), and costs of collection (including attorneys' fees). Except as otherwise set forth in this Section 8.8, such lien shall be effective from and shall relate back to the date on which the Declaration was recorded and such such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value and recorded prior to the date the Association perfects its lien by recording a claim of lien in Lee County, Florida. Such lien, when

delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages on real property are foreclosed under Florida law.

The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, as to first Mortgages of record, the lien is effective from and after the recording of a claim of lien in the public records of Lee County, Florida. Any first Mortgagee, or its successor or assignee as a subsequent holder of the first Mortgage who acquires title to a Unit as a result of foreclosure or by deed in lieu of foreclosure shall be liable for all Assessments levied on such Unit or chargeable to the former Owner which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure only except as limited by Chapter 720, Florida Statutes, the "Homeowners Act" as it now exists and as it may be amended from time to time, plus interest at the maximum rate of law, late fees, collection costs and attorneys' fees and costs incurred by the Association to collect such Assessments. However, if such Assessments are secured by a claim of lien recorded prior to the recordation of the Mortgage, the first Mortgagee shall be liable for all Assessments without limitation, in addition to interest at the maximum rate of law, late fees, collection costs and attorneys' fees and costs incurred by the Association to collect such Assessments. the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner to the foreclosed Unit shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such Any unpaid assessments which cannot be collected from the first Mortgagee or its successor or assigns as a subsequent holder of the first mortgage who acquires title by foreclosure or by deed in lieu of foreclosure in accordance with this section shall be deemed to be Common Expenses Assessments collectible from Owners of all Units subject to assessment under Section 8.6, including such acquirer, its successors and assigns.

**EXCEPT AS AMENDED ABOVE, THE DECLARATION SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENTS SHALL BE EFFECTIVE WHEN RECORDED IN THE PUBLIC RECORDS.**

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

WITNESSES:

**VERANDAH DEVELOPMENT LLC,  
a Florida limited liability company,**

By: Resource Conservation Properties, Inc.  
a Florida corporation

*Leresa Isabella*  
Printed Name: Leresa Isabella

*Diane Murray*  
Printed Name: Diane Murray

STATE OF FLORIDA  
COUNTY OF LEE

Its: Managing Member

By: *[Signature]*  
Gary Dumas

Its: Vice President  
(CORPORATE SEAL)

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2011 by Gary Dumas, 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. He is personally known to me.

(SEAL)

*Diane Murray*  
Notary Public  
Printed Name: Diane Murray  
Serial No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

