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Cross-references:
Declaration: O.R. Book 3795, Page 2515
Supplements:
Instrument Number: 2006000287648
Instrument Number: 2006000292203

**AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR VERANDAH
FAIRWAY COVE NEIGHBORHOOD**

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VERANDAH FAIRWAY COVE NEIGHBORHOOD (herein referred to as, the “Amended and Restated Supplemental Declaration”) is made this 22st day of March, 2013 by HERITAGE WILLOW LLC, a Florida limited liability company (“**Declarant**”), with reference to the following facts:

W I T N E S S E T H

WHEREAS, pursuant to that certain Assignment of Declarant’s Rights recorded as Instrument Number 2012000232171 in the Public Records Declarant is the “Declarant” under that certain Declaration of Covenants, Conditions, and Restrictions for Verandah, recorded in Book 3795, Page 2515, *et seq.*, of the Public Records (as amended and supplemented, collectively, the “**Declaration**”); and

WHEREAS, pursuant to the terms of Sections 9.1 and 9.3 of the Declaration, Declarant may unilaterally subject annex and subject additional property to the Declaration and impose additional covenants and easements on any portion of the Properties by recording a Supplemental Declaration describing such property to be encumbered and the additional covenants and easements governing such areas; and

WHEREAS, the original Declarant under the Declaration previously submitted property to the Declaration and to the jurisdiction of the Verandah Community Association, Inc. (“**Association**”) pursuant to that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Verandah recorded as Instrument Number 2006000287648 in the Public Records, and designated as the “Fairway Cove Neighborhood” pursuant to that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Verandah Fairway Cove Neighborhood recorded as Instrument Number 2006000292203 in the Public Records (referred to herein as, the “**Original Neighborhood Supplement**”); and

WHEREAS, Declarant now desires to amend and restate the Original Neighborhood Supplement in its entirety pursuant to this Amended and Restated Supplemental Declaration.

NOW THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby ratifies and reaffirms that the real property described on Exhibit "A" (the "**Neighborhood Property**") attached hereto, is subject to the provisions of the Declaration and to the provisions of this Amended and Restated Supplemental Declaration, which supersedes the Original Neighborhood Supplement (recorded as Instrument Number 2006000292203 in the Public Records) in its entirety, and which Amended and Restated Supplemental Declaration shall apply to the Neighborhood Property in addition to the provisions of the Declaration. Such Neighborhood Property shall be sold, transferred, used, conveyed, occupied, mortgaged, and/or otherwise encumbered pursuant to the provisions of the Declaration and this Amended and Restated Supplemental Declaration, both of which shall run with the title to the Neighborhood Property and shall be binding upon all persons having any right, title or any interest in the Neighborhood Property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Amended and Restated Supplemental Declaration shall be binding upon Association in accordance with the terms of the Declaration.

Article I **Definitions**

All capitalized terms used in this Amended and Restated Supplemental Declaration, which are not otherwise expressly defined herein, shall have the meaning ascribed to such terms in the Declaration.

Article II **Duration**

This Amended and Restated Supplemental Declaration shall be enforceable by Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Amended and Restated Supplemental Declaration is recorded in the Public Records. After such time, this Amended and Restated Supplemental Declaration shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by not less than seventy-five percent (75%) of the then Owners of Units in the Neighborhood Property has been recorded in the Public Records within the year preceding the expiration of any successive period, agreeing to terminate this Amended and Restated Supplemental Declaration, in which case this Amended and Restated Supplemental Declaration shall be terminated as specified in such instrument. Notwithstanding the foregoing, if any provision of this Amended and Restated Supplemental Declaration would be unlawful, void, or voidable by reason of applicability of the rule against perpetuities, such provision shall expire ninety (90) years after the date this Amended and Restated Supplemental Declaration is recorded in the Public Records. Nothing in this Article shall be construed to permit termination of any easement created in this Amended and Restated Supplemental Declaration without the consent of the holder of such easement.

Article III **Neighborhood Designation**

The Neighborhood Property is designated as the "Fairway Cove Neighborhood."

Article IV
Additional Covenants, Restrictions & Easements

A. Use Restrictions.

1. Dwellings. Units within the Neighborhood Property shall be used only for detached, single family dwellings. There shall be no more than ninety-three (93) Units within the Neighborhood Property.

2. Commercial or Business Activity. No commercial or business activity shall be permitted on any Unit except incidental business activity conducted within the parameters of Section 2(q) of the Use Restrictions attached to the Declaration as Exhibit "C". So long as Declarant owns property for sale or development within the Properties, sales offices or model homes may be maintained within the Property, including the Neighborhood Property, upon Declarant's written permission therefor.

B. Building and Site Restrictions.

1. Setbacks.

a. Minimums. No dwelling, structure, or other improvement shall be erected within the following minimum setback lines:

- i. Front Setbacks: 15 feet in the case of a side entry garage; or 20 feet in the case of a front entry garage;
- ii. Side Setbacks: 5 feet (10-foot minimum building separation);
- iii. Rear Setbacks: 20 feet;
- iv. Rear Accessory Structure Setbacks: 10 feet.

b. Measurement. All setbacks shall be measured in accordance with Lee County Land Development Code regulations. Roof overhangs may encroach upon setback requirements by three (3) feet, but may not encroach upon any drainage easements.

c. Variances. At the time the building plans are reviewed in accordance with Article IV of the Declaration, Declarant may authorize variances from compliance with the above minimum setbacks. All such variances shall require written approval pursuant to Article IV of the Declaration. However, in no case shall any deck, fence, privacy wall, or decorative planter wall be closer than five (5) feet to the side lot line. No building, pool, screen enclosure, or pool deck shall encroach upon any maintenance, drainage or landscape buffer easement. Mitigation may be required for variances (e.g. additional landscaping and architectural adjustments).

d. Driveways. Any driveway shall be at least five (5) feet from the front lot corners and side and rear lot lines unless a shorter distance is approved pursuant to Article IV of the Declaration; provided, however, the Owner may be required to mitigate any such approved variance. In any case, the driveway shall not encroach upon any side or rear yard drainage or landscape buffer easement.

e. Location of Dwellings and Improvements. Pursuant to Article IV of the Declaration, Declarant reserves the right to control, decide and otherwise approve the precise location of any dwelling, structure, or other improvement upon all Units for aesthetic, ecological, topographical, energy, and other considerations.

2. Minimum Square Footage. Unless otherwise approved by Declarant in writing, all dwellings within the Neighborhood Property shall contain at least 1,700 square feet of enclosed living area. Enclosing living area shall mean the total enclosed floor area within the horizontal dimensions of each level of a dwelling, excluding garages, terraces, non-air conditioned storage areas, decks, and porches.

3. Height of Structures. No dwelling or other structure upon any unit shall exceed thirty-five (35) feet in height above base flood elevation unless approved pursuant to Article IV of the Declaration.

4. Garages. Each dwelling must have an enclosed garage of a size sufficient to house not less than two (2) and not more than three (3) automobiles. All garage doors must be equipped with automatic enclosures. No garage constructed on any Unit shall be converted to living space without the prior written approval of the Association.

5. Permitted Structures. No structure shall be erected, altered, placed, or permitted to remain on any Unit other than one detached single family dwelling and one small one-story accessory building, which may include a detached private garage, provided such accessory building does not overcrowd the Unit as determined by Declarant. No accessory building may be rented or leased except as a part of the entire premises, including the main dwelling.

6. Roofs. Roofs of all structures located on any Unit within the Neighborhood Property shall have a minimum of 5:12 slope and shall be constructed of flat, S-Tile, or barrel concrete tile, as defined by the common usage of such terms in Lee County, Florida. Declarant may, in its sole discretion, approve the use of alternative or additional materials for roofing surfaces in the event that a new and attractive roofing material is discovered or invented. A roof having less than the above minimum slope may be approved in special circumstances in accordance with Article IV of the Declaration, provided such roof is not used as a major structural element.

7. Landscaping. The landscape plans of each Owner, including any plans for removal or alteration of the natural vegetation on any Unit, shall require prior approval pursuant to Article IV of the Declaration. No tree measuring four (4) or more inches in diameter at a point two (2) feet above ground level, nor any species of oak, regardless of size, may be removed, unless such tree is located within five (5) feet of a structure approved for the Unit pursuant to Article IV. A continuous landscape separation consistent with the Community-Wide Standard must be provided for Units located adjacent to a golf course.

8. Mailboxes. The design, construction materials, and location of all mailboxes within the Neighborhood Property shall be consistent as specific by the Reviewer. Mailboxes must be approved by Declarant and shall be provided by Builder.

9. Maintenance of Lakefront Units. The Owners of Units bordering a lake shall be obligated to maintain, as a landscaped area in a manner consistent with the Community-Wide Standard, that portion of the lake bank lying between such Unit and the water's edge of the lake bordering such Units.

10. Foundations. Monolithic slabs may only be used where the finished floor does not exceed eighteen (18) inches above existing natural grade for lots with existing vegetation. For lots with no existing vegetation, monolithic slabs may only be used where finished floor does not exceed eighteen (18) inches above street elevation. "Environmental Homesites" may require stem walls regardless of the criteria above.

11. Entry Features. Declarant shall install or cause to be installed landscaping, decorative paving, signage, and other related improvements ("Entry Features"), as approved pursuant to Article IV of the Declaration, at the main right of way to the Neighborhood. The Association shall maintain such Entry Features and assess the cost of such maintenance as a Neighborhood Assessment, provided that if a Neighborhood Association is formed for the Neighborhood, the Association may assign such maintenance responsibilities to the Neighborhood Association.

Article V **Amendment**

A. By Declarant. Declarant shall have the unilateral right to amend this Amended and Restated Supplemental Declaration so long as it has the unilateral right to amend the Declaration.

B. By Members. Except as otherwise specifically provided above and elsewhere in this Amended and Restated Supplemental Declaration, this Amended and Restated Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of sixty-seven percent (67%) of the total Class "A" votes in the Neighborhood, and the consent of Declarant so long as Declarant owns any portion of the Property.

C. Joinder of the Association. The Association shall, not more than ten (10) days after the request of Declarant, join in any amendment to this Amended and Restated Supplemental Declaration and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time request. Failure to so join and consent to an amendment, if any, by the Association shall not be cause to prevent such amendment from being made by Declarant or to affect the validity thereof.

D. Consent for Amendment. Notwithstanding anything to the contrary herein contained, no amendment to this Amended and Restated Supplemental Declaration, whether by Declarant or otherwise, shall be effective which will remove, revoke, impair, or prejudice the rights, priorities, or obligations of Declarant, the Association, any Community Development District(s), or any Mortgagee under the Declaration or Bylaws without the specific written approval of such Declarant, Association, Community Development District(s), or Mortgagee affected thereby.

E. FNMA/FHLMC Provision. Declarant may, in its sole discretion, without the approval of any other Person, including, without limitation, any Mortgagees being required, amend this Amended and Restated Supplemental Declaration if necessary to do so for purposes of fulfilling the requirements of any governmental entity or quasi-governmental entity, including, but not limited to, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), and the Federal Housing Administration (FHA). However, nothing contained herein shall require Declarant to

make an amendment to the Declaration or this Amended and Restated Supplemental Declaration for any purpose whatsoever.

Article VI
Conflict

This Amended and Restated Supplemental Declaration supplements the terms of the Declaration as it applies to the Neighborhood Property in order to reflect the different character and intended use of the Neighborhood Property. In the event of a conflict between the provisions of this Amended and Restated Supplemental Declaration and the provisions of the Declaration, this Amended and Restated Supplemental Declaration shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Heritage Willow LLC, as the Declarant, hereby executes this Amended and Restated Supplemental Declaration by and through its authorized representative on the date and year first above written.

WITNESSES:

Helen Stevens
Signature of Witness #1

Helen Stevens
Printed Name of Witness #1

Cindy Kay Martel
Signature of Witness #2

Cindy Kay Martel
Printed Name of Witness #2

DECLARANT:

HERITAGE WILLOW LLC
a Florida limited liability company

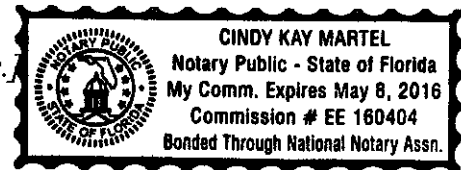
By: Paul Martin
Paul Martin, Authorized Signatory

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 22nd day of March, 2013, by Paul Martin, as Authorized Signatory of Heritage Willow LLC, a Florida limited liability company, on behalf of the company. He (check one) is personally known to me or has produced _____ as identification.

Cindy Kay Martel
Notary Public
Print Name: Cindy Kay Martel
My Commission Expires: May 8, 2016
Notary Seal:

[Joinder and Consent follows.]



JOINDER AND CONSENT

THE UNDERSIGNED, **KH VERANDAH LLC**, a Florida limited liability company, being an owner of all or part of the Neighborhood Property described on **Exhibit "A"** hereof, hereby joins in, and consents to, the Amended and Restated Supplemental Declaration of Covenants, Conditions, and Restrictions for Verandah Fairway Cove Neighborhood made by Heritage Willow LLC, to which this Joinder and Consent is attached.

WITNESSES:

Helen Stevens
Signature of Witness #1

Helen Stevens
Printed Name of Witness #1

Cindy Kay Martel
Signature of Witness #2

Cindy Kay Martel
Printed Name of Witness #2

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 22nd day of March, 2013, by Paul Martin, as Authorized Signatory of KH Verandah LLC, a Florida limited liability company, on behalf of the company. He (*check one*) / is personally known to me or / has produced _____ as identification.

Cindy Kay Martel
Notary Public
Print Name: Cindy Kay Martel
My Commission Expires: May 8, 2016
Notary Seal:

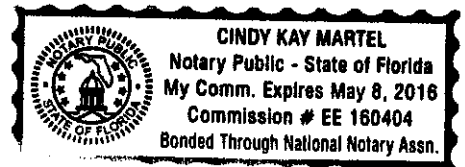


EXHIBIT "A"

Property Description

Fairway Cove Neighborhood

ALL THOSE TRACTS AND PARCELS OF LAND, being a part of Section 32, Township 43 South, Range 26 East of Lee County, Florida, and being more particularly described on the Plat of Verandah Unit Sixteen, and recorded on July 20, 2006 as Instrument Number 2006000287645 in the Public Records of Lee County, Florida, as affected by the Plat of Fairway Cove, Parcel 125, recorded on March 20, 2013 as Instrument Number 2013000065134 in the Public Records of Lee County, Florida.