

Prepared by and return to:

Jessica Paz Mahoney, Esq.  
Feldman & Mahoney, P.A.  
19321-C U.S. Highway 19 N  
Suite 600  
Clearwater, Florida 33764

Cross-references:  
Declaration: O.R. Book 3795, Page 2515

**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR VERANDAH  
TORREY PINES NEIGHBORHOOD**

**THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VERANDAH TORREY PINES NEIGHBORHOOD** (herein referred to as, the “**Supplemental Declaration**”) is made this 31<sup>st</sup> day of May, 2015 by **KH VERANDAH LLC**, a Florida limited liability company (“**Declarant**”), with reference to the following facts:

**WITNESSETH**

WHEREAS, pursuant to that certain Assignment of Declarant’s Rights recorded as Instrument Number 2012000232171 in the Public Records and those certain Articles of Merger of Limited Liability Company, a copy of which are recorded with that certain Affidavit of Merger recorded concurrently herewith, 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 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, Declarant is the owner of the real property described in Exhibit “A” attached hereto (“**Neighborhood Property**”); and

WHEREAS, Declaration desires to submit the Property to the Declaration and the jurisdiction of the Verandah Community Association, Inc. (“**Association**”); and

WHEREAS, Declarant desires to impose on the Property additional covenants and easements and to assign the Property to a Neighborhood.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the Neighborhood Property described on Exhibit “A” attached hereto, to the provisions of the Declaration and to the provisions of this Supplemental Declaration, which 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 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 Supplemental Declaration shall be binding upon Association in accordance with the terms of the Declaration.

**Article I**  
**Definitions**

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

**Article II**  
**Duration**

This 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 Supplemental Declaration is recorded in the Public Records. After such time, this 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 Supplemental Declaration, in which case this Supplemental Declaration shall be terminated as specified in such instrument. Notwithstanding the foregoing, if any provision of this 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 Supplemental Declaration is recorded in the Public Records. Nothing in this Article shall be construed to permit termination of any easement created in this Supplemental Declaration without the consent of the holder of such easement.

**Article III**  
**Neighborhood Designation**

The Neighborhood Property is designated as the "Torrey Pines 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 twenty-six (26) 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: 20 feet in the case of a side entry garage; or 25 feet in the case of a front entry garage;
- ii. Side Setbacks: 7.5 feet;
- iii. Corner Setbacks: 7.5 feet;
- iv. Rear Setbacks: 15 feet (25 feet lake set back);
- v. 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. Variations. At the time the building plans are reviewed in accordance with Article IV of the Declaration, Declarant may authorize variations from compliance with the above minimum setbacks. All such variations 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 variations (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 2,200 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 specified 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 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 Supplemental Declaration, this 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 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 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 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 Supplemental Declaration for any purpose whatsoever.

**Article VI**  
**Conflict**

This 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 Supplemental Declaration and the provisions of the Declaration, this Supplemental Declaration shall control.

**[SIGNATURES ON FOLLOWING PAGE]**

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

WITNESSES:

Sharon Webber  
Signature of Witness #1

Sharon Webber  
Printed Name of Witness #1

Cindy Martel  
Signature of Witness #2

Cindy Martel  
Printed Name of Witness #2

DECLARANT:

**KH VERANDAH LLC**  
a Florida limited liability company

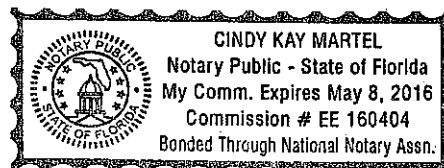
By: Paul Martin  
Paul Martin, Authorized Signatory

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of May, 2015, 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:

[Joinder and Consent follows.]



**EXHIBIT "A"**  
**Property Description**  
**Torrey Pines Neighborhood**

VERANDAH UNIT TWENTY ONE  
TO BE PLATTED AS TORREY PINES - PARCEL 127  
PARCEL LYING IN  
SECTIONS 29 & 32, TOWNSHIP 43 SOUTH, RANGE 26 EAST  
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 29 AND 32, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF AN EASTERLY LINE OF TRACT GC-1, VERANDAH UNIT TWELVE, RECORDED AS INSTRUMENT NUMBER 2005000156524, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WITH THE WESTERLY RIGHT-OF-WAY LINE OF VERANDAH BOULEVARD, VERANDAH UNIT FIFTEEN, RECORDED AS INSTRUMENT NUMBER 2006000188737 OF SAID PUBLIC RECORDS, THENCE RUN ALONG THE PLAT BOUNDARY LINE OF SAID VERANDAH UNIT TWELVE FOR THE FOLLOWING FORTY-ONE(41) COURSES: NORTH 55°05'26" WEST, A DISTANCE OF 30.00 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF TRACT LK-1 AND A POINT ON A NON-TANGENTIAL CURVE TO THE RIGHT, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 149°53'14", A CHORD BEARING OF NORTH 70°08'49" WEST, AND A CHORD DISTANCE OF 106.22 FEET, A DISTANCE OF 143.88 FEET, NORTH 04°47'48" EAST, A DISTANCE OF 100.30 FEET TO A POINT ON A CURVE TO THE RIGHT, ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 43°19'29", A CHORD BEARING OF NORTH 26°27'32" EAST, AND A CHORD DISTANCE OF 88.59 FEET, A DISTANCE OF 90.74 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT, ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 27°31'55", A CHORD BEARING OF NORTH 34°21'19" EAST, AND A CHORD DISTANCE OF 228.44 FEET, A DISTANCE OF 230.65 FEET TO THE SOUTHWEST CORNER OF TRACT GC-2, NORTH 07°14'53" EAST, A DISTANCE OF 705.04 FEET, NORTH 50°39'39" EAST, A DISTANCE OF 38.76 FEET, NORTH 37°19'32" EAST, A DISTANCE OF 40.27 FEET, NORTH 15°41'24" EAST, A DISTANCE OF 31.08 FEET, NORTH 23°05'57" EAST, A DISTANCE OF 11.58 FEET, NORTH 44°31'13" EAST, A DISTANCE OF 21.25 FEET, NORTH 12°17'19" EAST, A DISTANCE OF 49.97 FEET, NORTH 17°40'46" WEST, A DISTANCE OF 10.00 FEET, SOUTH 54°36'30" WEST, A DISTANCE OF 10.50 FEET, NORTH 17°40'46" WEST, A DISTANCE OF 32.93 FEET, NORTH 87°49'20" EAST, A DISTANCE OF 20.76 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF TRACT LK-3, NORTH 20°33'32" WEST, A DISTANCE OF 60.75 FEET; NORTH 75°34'43" WEST, A DISTANCE OF 52.02 FEET; SOUTH 70°03'33" WEST, A DISTANCE OF 56.46 FEET; NORTH 81°03'26" WEST, A DISTANCE OF 66.78 FEET; SOUTH 49°30'44" WEST, A DISTANCE OF 28.61 FEET; NORTH 56°44'59" WEST, A DISTANCE OF 25.47 FEET; NORTH 83°53'35" WEST, A DISTANCE OF 70.56 FEET; NORTH 12°05'30" EAST, A DISTANCE OF 22.99 FEET; NORTH 73°23'15" EAST, A DISTANCE OF 57.34 FEET; NORTH 40°08'40" WEST, A DISTANCE OF 32.63 FEET; NORTH 14°42'32" EAST, A DISTANCE OF 28.55 FEET; NORTH 64°28'37" EAST, A DISTANCE OF 101.23 FEET; NORTH 36°56'26" WEST, A DISTANCE OF 44.11 FEET; SOUTH 59°40'04" WEST, A DISTANCE OF 160.23 FEET; SOUTH 12°47'53" WEST, A DISTANCE OF 21.14 FEET; NORTH 52°19'40" WEST, A DISTANCE OF 17.64 FEET; SOUTH 37°39'31" WEST, A DISTANCE OF 25.07 FEET; NORTH 71°37'10" WEST, A DISTANCE OF 26.64 FEET; NORTH 43°53'44" WEST, A DISTANCE OF 40.02 FEET; NORTH 71°31'19" WEST, A DISTANCE OF 47.16 FEET; NORTH 82°06'37" WEST, A DISTANCE OF 73.13 FEET; NORTH 88°51'46" WEST, A DISTANCE OF 79.51 FEET; NORTH 73°15'55" WEST, A DISTANCE OF 67.36 FEET; NORTH 88°29'40" WEST, A DISTANCE OF 20.01 FEET, NORTH 00°19'04" WEST, A DISTANCE OF 6.39 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF TRACT LS-10; THENCE DEPARTING SAID PLAT BOUNDARY NORTH 84°07'31" EAST, A DISTANCE OF 93.12 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 48°46'54", A CHORD BEARING OF NORTH 59°44'04" EAST, AND A CHORD DISTANCE OF 165.18 FEET, A DISTANCE OF 170.28 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 62°11'30", A CHORD BEARING OF NORTH 66°26'22" EAST, AND A CHORD DISTANCE OF 34.09 FEET, A DISTANCE OF 35.82 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 16°32'02", A CHORD BEARING OF NORTH 89°16'06" EAST, AND A CHORD DISTANCE OF 336.46 FEET, A DISTANCE OF 337.63 FEET TO THE NORTHWESTERLY CORNER OF A CONSERVATION TRACT AS DESCRIBED IN INSTRUMENT NUMBER 2006000173369 OF SAID PUBLIC RECORDS AND A POINT ON A NON-TANGENTIAL CURVE TO THE RIGHT; THENCE ALONG SAID CONSERVATION TRACT THE FOLLOWING TWO (2) COURSES, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 112°48'06", A CHORD BEARING OF NORTH 73°51'42" EAST, AND A CHORD DISTANCE OF 124.94 FEET, A DISTANCE OF 147.66 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT, ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 01°42'20", A CHORD BEARING OF SOUTH 50°35'25" EAST, AND A CHORD

DISTANCE OF 9.08 FEET, A DISTANCE OF 9.08 FEET TO THE NORTHEASTERLY CORNER OF SAID CONSERVATION TRACT AND A POINT ON A NON-TANGENTIAL CURVE TO THE LEFT; THENCE DEPARTING SAID TRACT ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,261.33 FEET, A CENTRAL ANGLE OF 06°19'05", A CHORD BEARING OF NORTH 71°50'35" EAST, AND A CHORD DISTANCE OF 139.02 FEET, A DISTANCE OF 139.09 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 938.77 FEET, A CENTRAL ANGLE OF 14°31'31", A CHORD BEARING OF NORTH 75°56'48" EAST, AND A CHORD DISTANCE OF 237.36 FEET, A DISTANCE OF 237.99 FEET TO A POINT OF COMPOUND CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 91°12'06", A CHORD BEARING OF SOUTH 51°11'23" EAST, AND A CHORD DISTANCE OF 50.01 FEET, A DISTANCE OF 55.71 FEET; THENCE SOUTH 05°35'20" EAST, A DISTANCE OF 78.49 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 44°28'54", A CHORD BEARING OF SOUTH 27°49'47" EAST, AND A CHORD DISTANCE OF 204.39 FEET, A DISTANCE OF 209.61 FEET TO A POINT OF COMPOUND CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°35'48", A CHORD BEARING OF NORTH 84°37'53" EAST, AND A CHORD DISTANCE OF 21.32 FEET, A DISTANCE OF 23.72 FEET; THENCE NORTH 39°19'59" EAST, A DISTANCE OF 112.86 FEET TO A POINT ON A NON-TANGENTIAL CURVE TO THE RIGHT, THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 41°12'11", A CHORD BEARING OF SOUTH 84°58'07" EAST, AND A CHORD DISTANCE OF 38.71 FEET, A DISTANCE OF 39.55 FEET TO A POINT OF COMPOUND CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 21°07'13", A CHORD BEARING OF SOUTH 74°55'39" EAST, AND A CHORD DISTANCE OF 49.48 FEET, A DISTANCE OF 49.76 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 69°18'08", A CHORD BEARING OF SOUTH 50°50'11" EAST, AND A CHORD DISTANCE OF 62.54 FEET, A DISTANCE OF 66.53 FEET; THENCE NORTH 83°29'18" EAST, A DISTANCE OF 32.82 FEET TO SAID WESTERLY RIGHT-OF-WAY OF VERANDAH BOULEVARD AND ALSO A POINT ON A NON-TANGENTIAL CURVE TO THE RIGHT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY AND SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,460.00 FEET, A CENTRAL ANGLE OF 54°45'07", A CHORD BEARING OF SOUTH 28°12'07" WEST, AND A CHORD DISTANCE OF 1,342.69 FEET, A DISTANCE OF 1,395.18 FEET, THENCE SOUTH 55°34'40" WEST, A DISTANCE OF 217.78 FEET TO A POINT ON A CURVE TO THE LEFT, ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 840.00 FEET, A CENTRAL ANGLE OF 20°40'06", A CHORD BEARING OF SOUTH 45°14'37" WEST, AND A CHORD DISTANCE OF 301.37 FEET, A DISTANCE OF 303.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,130,622 SQUARE FEET OR 25.96 ACRES, MORE OR LESS.

BEARINGS HEREINABOVE MENTIONED ARE BASED ON THE EASTERLY LINE OF TRACT GC-1, VERANDAH UNIT TWELVE, RECORDED AS INSTRUMENT NUMBER 2005000156524, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEARING NORTH 55° 05' 26" WEST.



**JOINDER AND CONSENT OF MORTGAGEE**

The undersigned, as holder of that certain Master Form of Mortgage (Security Agreement, Assignment of Rents and Leases) dated December 17, 2014 and recorded December 18, 2014 as Instrument No. 2014000257054, of the Public Records of Lee County, Florida, by KH VERANDAH LLC, a Florida limited liability company, as Mortgagor, to U.S. BANK NATIONAL ASSOCIATION, a national banking association, d/b/a HOUSING CAPITAL COMPANY, as Mortgagee (the "Mortgage"), which Mortgage encumbers all or a portion of the property described on Exhibit "A" of this Supplement Declaration of Covenants, Conditions, and Restrictions for Verandah Torrey Pines Neighborhood (the "Supplement"), hereby joins in the execution of the Supplement to evidence its joinder and consent to the Supplement.

IN WITNESS WHEREOF, the undersigned has duly executed this Joinder and Consent by and through its authorized representative this 1<sup>st</sup> day of June 2015.

**WITNESSES:**

Signed, sealed and delivered  
in the presence of:

[Signature]  
Signature of Witness #1  
Kim White  
Typed/Printed Name of Witness #1

[Signature]  
Signature of Witness #2  
SAM A MENE  
Typed/Printed Name of Witness #2

**MORTGAGEE:**

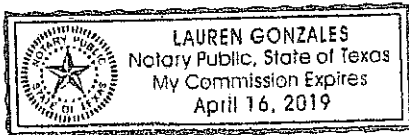
U.S. BANK NATIONAL ASSOCIATION,  
a national banking association, d/b/a  
HOUSING CAPITAL COMPANY

By: [Signature]  
Print Name: Jamie Miller  
Title: Vice President

Address:  
Galleria North Tower I  
13737 Noel Road, Suite 800  
Dallas, Texas 75240

STATE OF Texas  
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 2015, by Jamie Miller, as vice president of U.S. Bank National Association, a national banking association, d/b/a Housing Capital Company, on behalf of the banking association, who (check one)  is personally known to me or  has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
Print Name: Lauren Gonzales  
My Commission Expires:  
Notary Seal: