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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 29 day of September, 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 the Declaration as follows:

1. Exhibit "C" to the Declaration, Initial Use Restrictions, Section 4, is hereby amended by deleting such section in its entirety and substituting therefore the following:

4. Leasing of Units. "Leasing," for purposes of this paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Each Unit may only be leased for residential, non business purposes, to one person or a single household. For purposes of this paragraph, a person includes any legal entity such as a corporation, partnership, limited liability company, trust, or other legal entity but if the person leasing a Unit is not a natural person, the lease must name the primary occupant which shall be either one natural person or a single household. For purposes of this paragraph, a single

household means persons related by blood, marriage, or adoption or not more than two (2) unrelated persons and their children. All leases shall be in writing. No Unit may be leased more than three times in any one calendar year or the number of times as may be limited by the Supplemental Declaration or Governing Document affecting a particular Neighborhood, whichever is less. In other words, if there is no Supplemental Declaration or Governing Document affecting a particular Neighborhood which limits the number of leases in a calendar year or if there is a Supplemental Declaration or Governing Document affecting a particular Neighborhood which allows more than three leases per calendar year, then the limit of three leases per calendar year as stated above shall apply, but if there is a Supplemental Declaration or Governing Document affecting a particular Neighborhood which limits the number of leases to less than three leases per calendar year, then that Supplemental Declaration or Governing Document shall apply to that Neighborhood. All leases shall have a minimum term of thirty consecutive days or the minimum number of days as may be limited by the Supplemental Declaration or Governing Document affecting a particular Neighborhood, whichever is more. In other words, if there is no Supplemental Declaration or Governing Document affecting a particular Neighborhood which contains a minimum number of days or if there is a Supplemental Declaration or Governing Document affecting a particular Neighborhood which allows less than thirty consecutive days, then the limit of thirty consecutive days as stated above shall apply, but if there is a Supplemental Declaration or Governing Document affecting a particular Neighborhood which requires leases to be more than thirty consecutive days, then that Supplemental Declaration or Governing Document shall apply to that Neighborhood. The Board may also require that an Owner or an Owner's proposed lessee complete a lease application and/or utilize an approved form lease. Notice of any lease, the lease application (if required), a copy of the lease, payment of the current fee as approved by the Board, or other matters as may be required by the Board, shall be given to the Board by the Owner at least twenty days before the commencement date of the lease. The Board may charge a higher lease processing fee to review leases which are submitted less than twenty days before commencement of the lease but in no event shall a lease be submitted for review less than ten days before commencement of the lease. No lessee may begin occupancy under a lease until and unless the Board has approved such lease. ~~The Board may delegate its authority to review and approve leases to a person or committee appointed by the Board, and such person or the committee members are not required to be members of the Association.~~ The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Use Restrictions. The restrictions in this section shall not apply to any leasing or rental activities conducted by, or on behalf of, the Declarant.

**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

Alessa Isabella  
Printed Name: Teresa Isabella

Its: Managing Member

By: [Signature]  
Gary Dumas

Diane Murray  
Printed Name: Diane Murray

Its: Vice President  
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of Sept., 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.



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