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**TRANSFER AND ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES AND
AMENDMENT TO DECLARATION OF EASEMENTS AND
COVENANT TO SHARE COSTS FOR
VERANDAH**

THIS TRANSFER AND ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES AND AMENDMENT TO THE DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS FOR VERANDAH ("Amendment") is made this 3rd day of December, 2007, by Verandah Development LLC ("Declarant").

WITNESSETH:

WHEREAS, on May 20, 2003, Declarant filed that certain Declaration of Easements and Covenant to Share Costs 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 "Covenant to Share Costs");

WHEREAS, pursuant to the terms of Section 5.3 of the Covenant to Share Costs, Declarant may unilaterally amend the Covenant to Share Costs for any purpose so long as Declarant owns any property within the Master Plan (as defined in the Covenant to Share Costs), provided any such amendment shall not be contrary to the general scheme of development of Verandah;

WHEREAS, pursuant to Section 2.2 of the Covenant to Share Costs, so long as Declarant owns any property within Verandah, Declarant may transfer and assign maintenance responsibilities for the Joint Property from the Club to the Association or from the Association to the Club through a written notice of such transfer and assignment describing the maintenance responsibility being transferred and assigned (as such capitalized terms are defined in the Covenant to Share Costs);

WHEREAS, Declarant owns property within the Master Plan, and this amendment is not contrary to the general scheme of development of Verandah; and

WHEREAS, the management and maintenance obligations of the Club and the Association have changed, and Declarant desires to amend the Covenant to Share Costs to reflect such changes;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Covenant to Share Costs, Declarant hereby amends the Covenant to Share Costs as follows:

I.

Declarant hereby transfers and assigns maintenance responsibility for the Joint Property (as described in Section 2.1 of the Covenant to Share Costs) to the Association, which transfer and assignment shall include, without limitation, any portion of the Joint Property being maintained by the Club prior to the date of this Amendment.

II.

Section 1.5 is hereby amended by deleting the section in its entirety and substituting the following therefor:

1.5. "Contribution": Obligation of the Club to be paid to the Association to fund Joint Property Expenses.

III.

Section 3.1 is hereby amended by deleting such section in its entirety and substituting the following therefor:

3.1. Responsibility and Obligation for Contributions. The Club covenants and agrees to pay an annual Contribution to the Association to cover an equitable portion of the Joint Property Expenses incurred by the Association; provided, the Contribution shall credit to the Club's account the Joint Property Expenses incurred directly by the Club, if any. The obligation to pay this Contribution shall be mandatory and shall be a separate and independent covenant on the part of the Club. No diminution or abatement of the Contribution or setoff shall be claimed or allowed by reason of any alleged failure of the Association to perform its maintenance responsibilities to the Community-Wide Standard. The Club's sole remedy for failure of the Association to perform its responsibilities hereunder shall be the dispute procedures set forth in Section 2.6.

IV.

Section 3.2 is hereby amended by deleting such section in its entirety and substituting the following therefor:

3.2. Computation of Contributions. On an annual basis, at least 90 days before the beginning of its fiscal year, the Association shall determine an estimated budget of Joint Property Expenses for the upcoming year, including the expenses the Club is expected to incur in the performance of the Joint Property maintain obligations assigned to it pursuant to Section 2.2. The total budget of Joint Property Expenses shall be allocated between the Association and the Club. The Association shall be obligated to pay 85% of the Joint Property Expenses and such amount shall be assessed as a Common Expense of the Association (as that term is defined in the

Declaration). The remainder of the Joint Property Expenses shall be the responsibility of the Club.

Prior to the beginning of each fiscal year, the Association shall send the Club a copy of the budget for the Joint Property Expenses and a notice of annual Contribution for its share of the Joint Property Expenses. Such Contribution shall be reduced by the Joint Property Expenses the Club will incur directly to maintain the portion of the Joint Property assigned to it pursuant to Section 2.2. The notice of annual Contribution shall be adjusted to reflect any excess or deficiency in the budget prepared for the immediately preceding year as compared to actual expenses for that period and any unreimbursed costs incurred by the Association during the previous fiscal year to collect amounts due hereunder. The notice of the Club's annual Contribution may also be adjusted to (i) add any costs incurred by the Association to maintain property, other than Joint Property, owned by the Club but maintained by the Association pursuant to a separate covenant or agreement and (ii) subtract any costs incurred by the Club to maintain property, other than Joint Property, owned by or that is the maintenance responsibility of the Association pursuant to a separate covenant or agreement.

V.

Section 3.3 is hereby amended by deleting such section in its entirety and substituting the following therefor:

3.3. Payment of Contribution. Within 30 days of receipt of written notice of an annual Contribution, the Club shall pay to the Association the entire amount due; provided, the board of directors of the Association may provide that such Contribution may be paid in installments. The Club's share of the Joint Property Expenses shall be included in its annual budget of common expenses. Any Contribution delinquent for a period of more than 30 days shall incur a late charge in such amount as the Association may from time to time reasonably determine (subject to the limitations of Florida law), interest (not to exceed the lesser of 12% or the highest rate allowed by Florida law) on the principal amount due, all costs of collection (including attorney's fees), and any other amounts provided or permitted by law. In the event that the Club's Contribution remains unpaid after 90 days, the Association may institute suit to collect a money judgment for such amounts. Disputes over the payment of Contributions shall not be subject to the dispute procedures of Section 2.6, and any claim, grievance, or dispute shall be an "Exempt Claim" from the alternative dispute resolution procedures set forth in the Declaration. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, and then to delinquent Contributions.

[continued on following page]

IN WITNESS WHEREOF, Verandah Development LLC, a Florida limited liability company, through its undersigned managing general partner, has duly executed this Amendment and affixed its corporate seal thereto as of this 3rd day of December 2007.

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

By: Resource Conservation Properties, Inc., a Florida corporation, its managing member

[Signature]
WITNESS

[Signature]
WITNESS

By: Susan H. Watts
Name: Susan H. Watts
Its: Vice President

Attest: _____
Name: _____
Its: _____

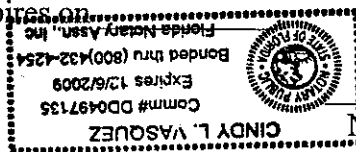
[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 3rd day of December, 2007, by Susan H. Watts, as Vice President for Resource Conservation Properties, Inc., a Florida corporation, on behalf of such entity. He/She 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 3rd day of December, 2007.

My term of office expires on _____



Cindy L. Vasquez [SEAL]
NOTARY PUBLIC