

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
WOODHAVEN NEIGHBORHOOD**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VERANDAH WOODHAVEN NEIGHBORHOOD (herein referred to as, the “**Supplemental Declaration**”) is made this 13th day of March, 2014 by **HERITAGE WILLOW 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 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 "Woodhaven 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 seventy-two (72) 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: 12 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. 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, Heritage Willow LLC, as the Declarant, hereby executes this Supplemental Declaration by and through its authorized representative on the date and year first above written.

WITNESSES:

Chelsea Kehoe
Signature of Witness #1

Chelsea Kehoe
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 13th day of March, 2014, 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.]



EXHIBIT "A"
Property Description
Woodhaven Neighborhood

WOODHAVEN - PARCEL 126
PARCEL LYING IN
SECTION 32 & 33, TOWNSHIP 43 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 32 AND 33, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT LS-3, VERANDAH UNIT SIXTEEN, RECORDED AS INSTRUMENT NUMBER 2006000287645 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING A POINT ON A CURVE ON THE EAST LINE OF TRACT R-1, VERANDAH BOULEVARD OF VERANDAH UNIT FIFTEEN, RECORDED AS INSTRUMENT NUMBER 2006000188737 IN SAID PUBLIC RECORDS; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,540.00 FEET (DELTA 14°01'24") (CHORD BEARING NORTH 10°20'00" EAST) (CHORD 375.98 FEET) FOR 376.92 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN SOUTH 86°40'39" EAST FOR 25.00 FEET; THENCE RUN SOUTH 53°14'48" EAST FOR 11.01 FEET; THENCE RUN SOUTH 80°15'28" EAST FOR 154.21 FEET TO A POINT OF CURVATURE; THENCE RUN EASTERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,670.00 FEET (DELTA 10°53'59") (CHORD BEARING SOUTH 74°48'29" EAST) (CHORD 507.16 FEET) FOR 507.92 FEET TO A POINT DESIGNATED "A" AND A POINT OF TANGENCY; THENCE RUN SOUTH 69°21'30" EAST FOR 68.76 FEET TO A POINT OF CURVATURE; THENCE RUN EASTERLY ALONG AN ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 95.00 FEET (DELTA 46°41'41") (CHORD BEARING NORTH 87°17'40" EAST) (CHORD 75.30 FEET) FOR 77.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN EASTERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET (DELTA 139°50'02") (CHORD BEARING SOUTH 46°08'09" EAST) (CHORD 375.68 FEET) FOR 488.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHERLY ALONG AN ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 95.00 FEET (DELTA 36°28'19") (CHORD BEARING SOUTH 05°32'42" WEST) (CHORD 59.46 FEET) FOR 60.47 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 390.00 FEET (DELTA 37°04'39") (CHORD BEARING SOUTH 05°50'51" WEST) (CHORD 248.00 FEET) FOR 252.38 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 24°23'10" WEST FOR 270.85 FEET TO A POINT OF CURVATURE; THENCE RUN WESTERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 355.00 FEET (DELTA 90°00'00") (CHORD BEARING SOUTH 69°23'10" WEST) (CHORD 502.05 FEET) FOR 557.63 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 65°36'50" WEST FOR 219.05 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00 FEET (DELTA 79°50'41") (CHORD BEARING NORTH 25°41'29" WEST) (CHORD 474.89 FEET) FOR 515.61 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 14°13'51" EAST FOR 248.09 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY ALONG AN ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET (DELTA 94°29'19") (CHORD BEARING NORTH 33°00'49" WEST) (CHORD 66.08 FEET) FOR 74.21 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 80°15'28" WEST FOR 103.84 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE; THENCE RUN SOUTHWESTERLY ALONG AN ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET (DELTA 47°18'01") (CHORD BEARING SOUTH 40°59'43" WEST) (CHORD 44.13 FEET) FOR 45.40 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE ALSO BEING THE NORTHEASTERLY CORNER OF SAID TRACT LS-3; THENCE RUN NORTH 72°39'18" WEST ALONG THE NORTHERLY LINE OF SAID TRACT LS-3 FOR 30.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

COMMENCING AT THE HEREINABOVE POINT DESIGNATED "A", RUN SOUTH 20°38'30" WEST FOR 340.00 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN SOUTH 69°21'30" EAST FOR 172.78 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET (DELTA 93°44'40") (CHORD BEARING SOUTH 22°29'10" EAST) (CHORD 72.98 FEET) FOR 81.81 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 24°23'10" WEST FOR 240.85 FEET TO A POINT OF CURVATURE; THENCE RUN WESTERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET (DELTA 90°00'00") (CHORD BEARING SOUTH 69°23'10" WEST) (CHORD 63.64 FEET) FOR 70.69 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 65°36'50" WEST FOR 176.49 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET (DELTA 79°50'41") (CHORD BEARING NORTH 25°41'29" WEST) (CHORD 57.76 FEET) FOR 62.71 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 14°13'51" EAST FOR 246.21 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET (DELTA 95°07'29") (CHORD BEARING NORTH 61°47'36" EAST) (CHORD 51.66 FEET) FOR 58.11 FEET TO A POINT OF COMPOUND CURVATURE; THENCE RUN EASTERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,330.00 FEET (DELTA 01°17'10") (CHORD BEARING SOUTH 70°00'05" EAST) (CHORD 52.30 FEET) FOR 52.30 FEET TO THE POINT OF BEGINNING.

BEARINGS HEREINABOVE MENTIONED ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 1983) AND ARE BASED ON THE EASTERLY LINE OF TRACT LK-3, VERANDAH UNIT SIXTEEN, RECORDED AS INSTRUMENT NUMBER 2006000287645, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEARING NORTH 14°13'51" EAST.

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 Supplemental Declaration of Covenants, Conditions, and Restrictions for Verandah Woodhaven Neighborhood made by Heritage Willow LLC, to which this Joinder and Consent is attached.

WITNESSES:

Chelsea Kehoe
Signature of Witness #1

Chelsea Kehoe
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 13th day of March, 2014, 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:
Notary Seal: May 8, 2016



JOINDER AND CONSENT OF MORTGAGEE

The undersigned, as holder of that certain Mortgage, Assignment of Rents and Security dated August 23, 2013 and recorded August 29, 2013 as Instrument No. 2013000200466, of the Public Records of Lee County, Florida, by KH VERANDAH LLC, a Florida limited liability company and HERITAGE WILLOW LLC, a Florida limited liability company, collectively as Mortgagor, to REGIONS BANK, an Alabama banking corporation, as Mortgagee (the "Mortgage"), which Mortgage encumbers all or a portion of the property described on Exhibit "A" of the attached to the Supplement Declaration of Covenants, Conditions, and Restrictions for Verandah Woodhaven 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, Consent and Subordination by and through its authorized representative this 10 day of MARCH, 2014.

WITNESSES:

Signed, sealed and delivered in the presence of:

Sandra L. Amsterdam

Signature of Witness #1

SANDRA L. AMSTERDAM

Typed/Printed Name of Witness #1

[Signature]

Signature of Witness #2

[Signature]

Typed/Printed Name of Witness #2

STATE OF FLORIDA
COUNTY OF PAUM BEACH

MORTGAGEE:

REGIONS BANK, an Alabama banking corporation

By: [Signature] EMP

Print Name: JEFFREY I. SHULMAN

Title: EXECUTIVE VICE PRESIDENT

Address:
525 Okeechobee Boulevard, Suite 700
West Palm Beach, Florida 33401

The foregoing instrument was acknowledged before me this 11th day of MARCH, 2014, by Jeffrey I. Shulman, as Executive Vice President of Regions Bank, an Alabama banking corporation, on behalf of the corporation, who (check one) is personally known to me or has produced _____ as identification.

Sandra L. Amsterdam

Notary Public
Print Name: SANDRA L. Amsterdam
My Commission Expires: 9/2/2015
Notary Seal:

