

Prepared by:
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**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SANDOVAL COMMUNITY**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Sandoval Community is made this 17 day of April, 2008 by Cape Coral Development Associates, LLC, hereinafter called "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is the developer of a community development in Lee County, Florida, known as SANDOVAL, and previously recorded a Declaration of Covenants, Conditions and Restrictions for Sandoval Community (the "Declaration") in Official Record Book 4149, Page 3797, Public Records of Lee County, Florida; and

WHEREAS, the Declaration imposed Covenants, Conditions and Restrictions on the property described in said Declaration (the "Properties"); and

WHEREAS, Section 3.2(a) of the Declaration allows the DECLARANT to unilaterally modify, cancel, limit, create exceptions to, or expand the Use Restrictions; and

WHEREAS, the Initial Use Restrictions were attached to the Declaration; and

WHEREAS, the Declarant has previously amended the Initial Use Restrictions and desires to further amend same; and

WHEREAS, Section 18 1(a) of the Declaration allows the DECLARANT to unilaterally amend the Declaration so long as such amendment does not substantially conflict with the Master Plan; and

NOW THEREFORE, DECLARANT declares as follows:

The Use Restrictions are amended in part and the amendments are attached as Exhibit "A" hereto.

IN WITNESS WHEREOF, CAPE CORAL DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company, does hereby execute this Amendment to the Declaration of Covenants, Conditions and Restrictions in its name by its undersigned authorized officer and affixes its corporate seal thereto this 17 day of April, 2008.

CAPE CORAL DEVELOPMENT ASSOCIATES, LLC
By: Resource Conservation Properties, Inc
Its: Managing Member

Sally D. Robbins
Witness Signature

By: *[Signature]*
Joey Garon, President

Sally D. Robbins
Printed Name

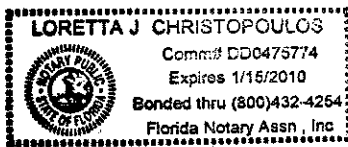
Address: 9990 Coconut Road, Suite 200
Bonita Springs, FL 34135

Loretta J. Christopoulos
Witness

Loretta J. Christopoulos
Printed Name

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 17 day of April, 2008, by JOEY GARON, as President of Resource Conservation Properties, Inc., a Florida corporation, Managing Member of Cape Coral Development Associates, LLC, on behalf of the corporation and the company. She is personally known to me or has produced _____ as identification.



Loretta J. Christopoulos
Notary Public

Loretta J. Christopoulos
Printed Name

My Commission expires: 1/15/10

**AMENDMENTS TO EXHIBIT “F”, INITIAL USE RESTRICTIONS, AS AMENDED,
OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SANDOVAL COMMUNITY**

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

Section 10 of the Bylaws of Sandoval Community Association, Inc., shall be amended as shown below:

10. **Rental and Leasing Units.** “Renting and Leasing,” for purposes of this paragraph, is defined as regular, exclusive occupancy of a Unit and the dwelling thereon 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 other consideration. Entire dwelling unit may be leased, provided that the lease term is at least thirty (30) continuous days and no more than one (1) year. The number of lease terms is subject to the provisions of the Supplemental Declaration of each Sandoval Neighborhood. Any month to month lease shall be treated as a new lease for each monthly period. At least fifteen (15) days prior to the commencement of any lease, the Owner shall deliver a fully completed lease approval application, on the form adopted by the Board, to the Association’s management agent or if none, to the main office of the Association, along with a non-refundable processing fee in the amount of \$100.00. The processing fee may be adjusted from time to time by the Board without amending these Use Restrictions. Any Owner requesting a Renewal of an existing lease shall give the Board notice of at least five (5) business days prior to commencement of a new lease term. Subleasing is prohibited. The Association mandates that any leased residence maintain the same standard of landscape maintenance required of all single

family homes within the Sandoval community. The Master Association shall also have the right to adopt additional rules and regulations governing the rental or leasing of residential units.

Section 13 of the Use Restrictions attached to the Declaration of Covenants, Conditions and Restrictions for Sandoval Community shall be amended as follows:

13. **Vehicles.** All vehicles parked within the properties must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the properties for more than 24 hours. No major repair of any vehicle shall be made on or within the properties except in an enclosed garage. Commercial vehicles or equipment that are identified by visible commercial lettering, mobile homes, recreational vehicles, pickup trucks, ATV's, golf carts, "3 wheelers," boats and other watercraft, trailers, or stored vehicles may not be parked anywhere within the Properties other than in enclosed garages, except that (i) law enforcement vehicles may be parked in driveways at any time, (ii) recreational vehicles and boats may be parked in driveways for not more than 24 hours while loading and unloading, but not more than twice per month, and (iii) standard pickup trucks of up to ¾ ton capacity, automobiles, and SUV's may be parked in driveways provided that (a) they do not have any commercial signs or lettering, (b) their suspension system has not been altered from the original manufacturer's specifications, (c) the wheel and tire size has not been altered from the original manufacturer's specification, ~~and~~ (d) the pickup truck has the factory installed tailgate or a substantially similar equivalent which must remain in the "up" position while parked in driveways, (e) no material or

merchandise, except for tool boxes, is visible in the bed of the truck, (f) no dual tires or vehicles with more than three (3) axles, (g) vehicles must be registered to a resident of Sandoval and parked near to the location it is registered within the Sandoval community, and (h) no after-market toppers or camper type bed coverings, except for tonneau or professional installed fiberglass or vinyl bed covers. No “mesh” tailgates are allowed on pickup trucks unless there is also a factory installed or substantially similar tailgate as required by this subparagraph. Vehicles may not be parked on public or private streets or thoroughfares within the Properties except for (i) construction and service vehicles of the Declarant or Builders which may be parked in the streets of a construction area until 100% of the Properties has been developed and conveyed to Owners other than the Declarant or Builders and (ii) construction, service and landscape/lawn service vehicles parked in front of a Dwelling being remodeled, repaired or serviced between 8:00 a.m. – 5:00 p.m. Monday through Saturday only. Privately owned ATV’s, golf carts, motorized scooters, motorized skateboards and “3 wheelers” may not be operated on any roadways, bike paths, walking paths, or any of the common areas within the Sandoval Community. Motorcycles, motorized scooters and motorized mopeds that are licensed by the State of Florida are permitted only on names roadways and are not permitted on any pathways, sidewalks or community common areas. Any violation of the foregoing may result in the vehicle being towed without notice to the vehicle owner.