



INST # 0687839 OR BK 04528 Pgs 3767 - 3774 (Bugs) RECORDED 12/16/2004 10:57:47 AM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY, FLORIDA
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When Recorded, Return To:
Mickey Jones
Bonita Bay Properties, Inc.
9990 Coconut Road, Suite 200
Bonita Springs, FL 34135

Cross-References: Declaration: Book 414
Page 379
Amendment Book 4271
Page 4575

RETURN TO:
TARPON TITLE SERVICES LLC
9990 COCONUT RD., SUITE 101
BONITA SPRING, FL 34135

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR SANDOVAL
BLACKBURN (Parcel 102) NEIGHBORHOOD**

THIS SUPPLEMENTAL DECLARATION is made this 27th day of Sept.,
2004 by Cape Coral Development Associates, LLC, a Florida limited liability company (the
"Declarant");

WITNESSETH

WHEREAS, on December 17, 2003 that certain Declaration of Covenants,
Conditions, and Restrictions for Sandoval Community, recorded in O.R. Book 4149 Page 3797,
et seq., and Amendment recorded in O.R. Book 4271, Page 4575, *et. seq.*, of the Public Records
of Lee County, Florida (the "Declaration"); and

WHEREAS, pursuant to the terms of Section 9.3 of the Declaration, the Declarant
may unilaterally 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 ("Property").

NOW, THEREFORE, pursuant to the powers retained by Declarant under the
Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the
provisions of this Supplemental Declaration, which shall apply to such property in addition to the
provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied,
and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental
Declaration, which shall run with the title to such property and shall be binding upon all persons
having any right, title or any interest in such property, their respective heirs, legal representatives,
successors, successors-in-title and assigns. The provisions of this Supplemental Declaration
shall be binding upon Sandoval Community Association, Inc., in accordance with the terms of
the Declaration.

Article I
Definitions

The definitions provided in the Declaration are incorporated by reference.

Article II
Duration

This Supplemental Declaration shall be enforceable by the Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of years equal to the term of the Declaration and any extension of such term. This Supplemental Declaration may only be terminated if the Declaration is terminated, according to the procedures for termination specified in the Declaration. If the Declaration is terminated, this Declaration may be terminated by an instrument signed by not less than 67% of the then Owners of Units in the Neighborhood and recorded in the Public Records agreeing to terminate this Revised Supplemental Declaration, in which case this Supplemental Declaration shall be terminated as specified in such instrument. Notwithstanding this, 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 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 Property is designated as "Blackburn" Neighborhood.

Article IV
Additional Covenants, Restrictions & Easements

A. **Use Restrictions.**

1. **Dwellings.** Units within the Property shall be used only for detached single family residential purposes, except as allowed pursuant to paragraph IV.A.2. below.

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 1 of the Initial Restrictions attached to the Declaration as Exhibit "F", as the same may be amended from time to time.

3. **Leasing of Dwellings.** A minimum lease term of 30 days is required to lease a Dwelling in this Neighborhood. No Dwelling shall be leased more than two (2) times per calendar year.

B. Building and Site Restrictions.

1. Setbacks.

a. Minimums. No dwelling or building shall be erected within the following minimum setback lines, as measured from the property line:

- i. 20' front setback to property line (for dwelling with front loaded garage).
- ii. 15' front setback to property line (for dwelling with side entry garage).
- iii. 20' rear setback to property line (for dwelling).
- iv. 10' rear setback to property line (for accessory structure).
- v. 5' side setback or 10' minimum building separation.
- vi. 5' setback to side property line for pool deck and screen enclosure.
- vii. 5' corner lot side yard setback on all corner lots per Zoning Ordinance 31-04 (deviation)

b. Measurement. All setbacks shall be measured in accordance with City of Cape Coral Land Development Code regulations. Roof overhangs may encroach upon setback requirements by three feet. Minor encroachments may also be made into required setbacks by light fixtures attached to the dwelling, decorative treatments, window and door sills, and other similar structural features, so long as such encroachments do not violate City of Cape Coral Land Development Code regulations.

c. Driveways. Any driveway shall be at least six feet from the side or rear Unit lines unless a variance is granted pursuant to Article IV of the Declaration. Mitigation may be required as a condition of any such variance. However, under no circumstances may a driveway encroach upon any landscape buffer easement. Any driveways which encroach upon side yard drainage easements are subject to damage by drainage maintenance activities. Repairs will be at the Owner's expense.

d. Location of Dwellings and Improvements. Pursuant to Article IV of the Declaration, the Design Reviewer reserves the right to control and decide the precise location of any Dwelling or other structure or improvement upon all Units for aesthetic, ecological, topographical, energy, and other considerations.

e. Buffering of Mechanical Equipment. Air conditioning and pool equipment must be buffered by landscaping.

2. Minimum Square Footage. All Dwellings within the Property shall contain a minimum of 1,600 square feet but not more than 2,650 square feet of enclosed living area. Enclosed living area shall include 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. Garages. Each Dwelling must have an enclosed garage of a size sufficient to house not less than two and not more than three 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.

4. Permitted Structures. No structure shall be erected, altered, placed, or permitted to remain on any Unit other than one detached, single family dwelling unit 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 the Design Reviewer. No accessory building may be rented or leased except as a part of the entire premises, including the main Dwelling.

5. Roofs. Roofs of all structures located on any Unit within the Property shall have a minimum of 4:12 slope and shall be constructed of flat, clay or concrete tile, as defined by the common usage of such terms in Lee County, Florida. The Design Reviewer may, in its sole discretion, approve the use of 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.

6. 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. Notwithstanding the foregoing, landscaping plans that conform to standardized landscaping plans approved in advance by the Design Reviewer do not require subsequent approval by the Design Reviewer unless such plans are to be substantially modified by the Owner.

7. Mailboxes. The design, construction materials, and location of all mailboxes within the Property shall be consistent as specified by Sandoval Design Review Guidelines. Mailboxes shall be provided for by the builder from a pre-approved vendor.

8. Maintenance of Lakefront Units. The Unit Owners shall be obligated to maintain, as a landscaped area and in a manner consistent with the Community Wide Standard, that portion of the lake bank lying between the Units in the Neighborhood and to the water's edge of any lake adjacent to such Neighborhood.

9. Height of Structures. No dwelling or other structure upon any Unit shall exceed 35 feet in height above base flood elevation unless approved pursuant to Article IV of the Declaration.

10. Entry Features. The Declarant shall install signage, and other related improvements at the main right-of-way to the Neighborhood.. The Sandoval Community

Association shall assume the maintenance responsibilities for such entry features pursuant to Article V of the Declaration, or, if a Neighborhood Association is formed, it may assume such maintenance.

C. Maintenance of Neighborhood Common Area and Landscape Buffer Area. If a Neighborhood Association is formed to maintain the common areas within the Neighborhood, or any landscape buffer areas immediately outside of the Neighborhood boundaries, and fails to do so in accordance with the Community Wide Standard, then the Association shall have the right but not the obligation to conduct such maintenance and assess the cost of such maintenance as a Neighborhood Assessment. In such event, the Board of the Association may levy such assessment and the voting requirements of Section 8.4 of the Declaration shall not apply.

Article VII **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 67% of the total Class "A" votes in the Neighborhood, and the consent of the Declarant so long as the Declarant owns any portion of the Properties for sale in the ordinary course of business which are or may be subjected to the Declaration.

C. Joinder of the Association. The Association shall, not more than ten days after the request of the 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. Declarant's Rights. Notwithstanding anything to the contrary herein contained, no amendment to this Supplemental Declaration shall be effective which shall impair or prejudice the rights, priorities, or obligations of Declarant, the Association, or any Mortgagee under the Declaration or the Bylaws without the specific written approval of such Declarant, Association, or Mortgagee affected thereby.

E. FNMA/FHLMC Provision. Declarant may, in its sole discretion, with the approval of no 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). Nothing

contained herein shall require Declarant to make an amendment to the Declaration or this Supplemental Declaration for any purpose whatsoever.

Article VIII
Conflict

This Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of the Declaration as it applies to the Property in order to reflect the different character and intended use of the 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.

IN WITNESS WHEREOF, Cape Coral Development Associates, LLC, as the Declarant, hereby executes this Supplemental Declaration by and through its authorized representatives on the date and year first above written.

DECLARANT:

**CAPE CORAL DEVELOPMENT
ASSOCIATES, LLC, a Florida limited liability
company**

By: Resource Conservation Properties, Inc., a
Florida corporation
It's Managing Member

By: Katherine C. Green
Its: Vice President
Print Name: Katherine C. Green

Sandy Nagorski
WITNESS

Lynn Davidson
WITNESS
Lynn Davidson

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27 day of September, 2004, by Katherine C. Green, as Vice President of 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 27 day of September, 2004.

My term of office expires on 9-17-06.



Michael A. Jones [SEAL]
NOTARY PUBLIC

EXHIBIT A

Property Description

Parcel 102 of Sandoval Phase One Plat as recorded in Plat Book 79,
Pages 15 through 31, Public Records of Lee County, Florida.