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**This Instrument Prepared by:**

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**Cross Reference:**

Declaration: OR Book 4149, Page 3797  
Supplemental Declaration: Instrument #:  
2012000260016

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**AMENDED AND RESTATED  
SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR SANDOVAL®  
VILLAS I AT SANDOVAL NEIGHBORHOOD (TRACT 116, BLOCK 9010),  
LAVACA NEIGHBORHOOD (TRACT 117A, BLOCK 9011),  
CASIBARI NEIGHBORHOOD (TRACT 117B, BLOCK 9015),  
VAREO NEIGHBORHOOD (TRACT 118A, BLOCK 9020), AND  
LAMBAY NEIGHBORHOOD (TRACT 119, BLOCK 9025)**

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SANDOVAL® VILLAS I AT SANDOVAL NEIGHBORHOOD (TRACT 116, BLOCK 9010), LAVACA NEIGHBORHOOD (TRACT 117A, BLOCK 9011), CASIBARI NEIGHBORHOOD (TRACT 117B, BLOCK 9015), VAREO NEIGHBORHOOD (TRACT 118A, BLOCK 9020), AND LAMBAY NEIGHBORHOOD (TRACT 119, BLOCK 9025) ("Amended and Restated Supplemental Declaration") is made as of the 27<sup>th</sup> day of November, 2012, by **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation ("Declarant").

**WITNESSETH:**

**WHEREAS**, on December 17, 2003, Cape Coral Development Associates, LLC, a Florida limited liability company ("CCDA") filed that certain Declaration of Covenants, Conditions and Restrictions for Sandoval® Community, recorded in Official Records Book 4149, Page 3797, *et seq.*, of the Public Records of Lee County, Florida (the "Declaration"); and

**WHEREAS**, CCDA assigned any and all rights held by it, as the original declarant under the Declaration, to Declarant by virtue of that certain Assignment of Declarant Rights dated December 29, 2011, and recorded January 9, 2012, as Instrument # 2012000005445, of the Public Records of Lee County, Florida (the "Assignment"); and

## 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 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 Supplemental Declaration may be terminated by an instrument signed by not less than 67% of the then Owners of Units located in this Neighborhood and recorded in the Public Records agreeing to terminate this 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

Tract 116 (Block 9010) of the Property is designated as the "Villas I at Sandoval Neighborhood"; Tract 117A (Block 9011) of the Property is designated as the "Lavaca Neighborhood"; Tract 117B (Block 9015) of the Property is designated as the "Casibari Neighborhood"; Tract 118A (Block 9020) of the Property is designated as the "Vareo Neighborhood"; and Tract 119 (Block 9025) of the Property is designated as the "Lambay Neighborhood". The Property is herein sometimes referred to as the "Neighborhoods."

## ARTICLE IV ADDITIONAL COVENANTS, RESTRICTIONS AND EASEMENTS

### A. Use Restrictions.

1. Dwellings. Units located within Block 9011, Block 9015, Block 9020 and Block 9025 of the Property shall be used only for detached single family residential purposes, and Units located within Block 9010 of the Property shall be used only for attached 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 within the Property except incidental business activity conducted within the parameters of Section 1 of the initial Use 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 thirty (30) days is required to lease a Dwelling in the Neighborhoods. No Dwelling shall be leased more than four (4) times per calendar year.



**WHEREAS**, Declarant recorded that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Sandoval® Villas I (Anguilla) Neighborhood (Tract 116, Block 9010), Lavaca Neighborhood (Tract 117A, Block 9011), Casibari Neighborhood (Tract 117B, Block 9015), Vareo Neighborhood (Tract 118A, Block 9020), and Lambay Neighborhood (Tract 119, Block 9025), as Instrument # 2012000260016, of the Public Records of Lee County, Florida ("Supplemental Declaration"); and

**WHEREAS**, Article V, Section A, of the Supplemental Declaration provides that Declarant shall have the unilateral right to amend the Supplemental Declaration so long as it has the unilateral right to amend the Declaration; and

**WHEREAS**, Declarant is the Class "B" Member of Sandoval Community Association, Inc., and Declarant has the right to unilaterally amend the Declaration until termination of the Class "B" Membership, and, therefore, has the unilateral right to amend the Supplemental Declaration; and

**WHEREAS**, Declarant is desirous of amending and restating the Supplemental Declaration regarding the name of the Villas I Neighborhood and to provide that attached residential dwellings be permitted within the Villas I Neighborhood; and

**WHEREAS**, pursuant to the terms of Section 9.3 of the Declaration, 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 or modified covenants and easements governing such areas; and

**WHEREAS**, Declarant is the owner of the real property described in **Exhibit "A"** attached hereto (the "Property").

**NOW, THEREFORE**, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the Property to the provisions of this Supplemental Declaration, which shall apply to such Property in addition to the provisions of the Declaration. Unless otherwise subsequently modified by a recorded instrument in the Public Records, such Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental, 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. (the "Association"), in accordance with the terms of the Declaration.

#### **ARTICLE I** **DEFINITIONS**

The definitions provided in the Declaration are incorporated herein by reference.

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 of each Unit:

- i. 15' front setback;
- ii. 10' rear setback; and
- iii. 5' side setback.

There is no side setback between attached Units.

If a conflict arises between the minimum setbacks set forth above and any zoning ordinance issued for Sandoval, the zoning ordinance shall control.

b. Measurement. All setbacks shall be measured in accordance with City of Cape Coral Land Development Code ("LDC") regulations. Roof overhangs may encroach upon setback requirements by three feet (3'). 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 the LDC regulations.

c. Driveways. Any driveway shall be at least five feet (5') 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. Driveway aprons are excluded from this 5' setback. However, under no circumstances may a driveway encroach upon a side yard landscape buffer easement. Any driveways which encroach upon a side yard drainage easement are subject to damage by drainage maintenance activities. Repairs required as a result of any such damage 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. 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 within any Unit shall be converted to living space without the prior written approval of the Design Reviewer. During the active marketing and sale of Units in the Community, Declarant reserves the right to temporarily use the garage of any model or inventory home for office and/or showcase purposes.



3. Permitted Structures. No structure shall be erected, altered, placed, or permitted to remain on any Unit other than one 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.

4. 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.

5. Landscaping. The landscape plans of each Unit, 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.

6. Mailboxes. The design, construction materials, and location of all mailboxes within the Property shall be consistent as specified by the Sandoval® Design Review Guidelines. Mailboxes shall be initially provided for by Declarant, or the builder of the Dwelling if not Declarant.

7. Maintenance of the Unit and Dwellings. Each Owner of a Unit situated upon Block 9011, Block 9015, Block 9020 and Block 9025 of the Property shall maintain his or her Dwelling in a manner consistent with the Community-Wide Standard. Units and Dwellings situated upon Block 9010 of the Property shall be maintained in accordance with the neighborhood declaration to be recorded for such portion of the Property.

The Association shall perform, or caused to be performed, (i) maintenance (including, mowing, fertilizing, watering and pruning, and controlling disease and insects), of all lawns and landscaping installed on the Unit as part of the initial construction on the Unit (except for the Units in Block 9010 as Declarant will be creating a separate neighborhood association to perform the maintenance of the lawns and landscaping included within Block 9010), specifically excluding landscaping within any enclosed area of the outside the Dwelling (i.e., lanai or screened enclosure) and any landscaping added by the Owner or occupants of a Unit after issuance of a certificate of occupancy for the Dwelling (Owners are required to obtain prior approval from the Design Reviewer and/or the Association before planting any additional landscaping); and (ii) operation, maintenance, repair, and replacement of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines, and time clocks, wherever located) serving the Units, except that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by



the Owner or occupants of any Unit after issuance of a certificate of occupancy for the Dwelling. All expenses incurred by the Association in performance of its duties hereunder shall be assessed against the Owners in these Neighborhoods as a Neighborhood Assessment.

In addition, Owners shall not: (i) make any alterations in any improvement or landscaping within the Units, Common Areas or any property which is to be maintained by the Association; or (ii) remove any portion thereof or make any additions thereto; or (iii) do anything which would or might jeopardize or impair the safety or soundness of such property or Common Areas or which, in the sole opinion of the Design Reviewer would detrimentally affect the architectural design of a building within Sandoval® without first obtaining the written consent of the Design Reviewer.

8. Maintenance of Lakefront Units. The Association, on 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 Unit.

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. Designation and Maintenance of Common Areas. Tract "RS-5" (Sandoval Parkway), Tract "R-16" (Anguilla Drive), Tract "R-17" (Casibari Court), Tract "R-18" (Vareo Court), Tract "R-19" (Lambay Court), Tract "R-20" (Lavaca Court), Tracts "LS-17" through "LS-19" (Landscape Buffer Tracts), Tracts "LP-13" through "LP-18" (Linear Parks), Tracts 3-A and 3-B (Lake Tracts), and all Drainage Easements (D.E.), Lake Maintenance Easements and Drainage Easements (L.M.E./D.E.) and all Primary Drainage Easements (P.D.E.) as shown on the Plat of Sandoval-Phase 3, recorded as Instrument #2012000231575, of the Public Records of Lee County, Florida, are hereby declared to be Common Area. Maintenance of the Common Area shall be by the Association, as provided in Section 7.1 of the Declaration. All costs of maintenance pursuant to this Paragraph shall be assessed equally against all Units in Sandoval benefiting from this service as a Common Expense pursuant to the provisions of Section 8.1 of the Declaration and shall be subject to the lien of the Association pursuant to Section 8.11 of the Declaration.

## **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 67% of the total Class "A" votes in the Neighborhoods, and the consent of Declarant so long as Declarant owns any portion of the Properties which are or may be subjected to the Declaration.

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. 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, this Supplemental Declaration has been signed by Declarant on the date set forth below.

DECLARANT:

TAYLOR MORRISON OF FLORIDA, INC.,  
a Florida corporation

Mark F. Grant  
Signature  
Print Name MARK F. GRANT

Angela Tompkins  
Signature  
Print Name Angela M. Tompkins

By: TST  
Printed Name: Tony J. Squitieri  
Its: Vice President

STATE OF FLORIDA       )  
  ) SS  
COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by TONY J. SQUITIERI, as Vice President of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, freely and voluntarily under authority duly vested in him by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 8<sup>th</sup> day of February, 2013.

Angela Tompkins  
Notary Public, State of Florida at Large

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public





EXHIBIT "A"

PROPERTY DESCRIPTION

ALL PROPERTY SHOWN ON THAT CERTAIN PLAT OF SANDOVAL®  
PHASE 3, ACCORDING TO THE PLAT THEREOF RECORDED AS  
INSTRUMENT # 20120000231575, OF THE PUBLIC RECORDS OF LEE  
COUNTY, FLORIDA; LESS AND EXCEPT TRACTS "F-1," "F-2" AND "SF-1."