

Upon recording, please return to:

Mrs. Robin N. Leete
Bonita Bay Community Assoc.
3531 Bonita Bay Blvd., Ste. 200
Bonita Springs, FL 34134

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#4

Declaration: Book: 4149 Page: 3797

**AMENDMENT TO DECLARATION OF
COVENANTS CONDITIONS
AND RESTRICTIONS FOR SANDOVAL COMMUNITY**

THIS AMENDMENT to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sandoval Community is made this 8th day of December, 2009 ("Effective Date"), by Cape Coral Development Associates, LLC, a Florida limited liability company ("Declarant"):

WITNESSETH

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions for Sandoval Community ("Declaration") in Official Record Book 4149 at Page 3797 et seq., Public Records of Lee County, Florida, on December 17, 2003 (as amended, and as may be further amended from time to time, the "Declaration"); and

WHEREAS, pursuant to Section 18.1 of the Declaration, until termination of the Class "B" Membership Declarant for any purpose so long as such amendment does substantially conflict with the Master Plan (as defined in the Declaration); and

WHEREAS, termination of the Class "B" membership has not occurred under the Declaration; and

WHEREAS, Declarant desires to amend the Declaration as set forth herein and such amendment does not substantially conflict with the Master Plan;

NOW THEREFORE, Declarant hereby amends the Declaration by deleting Section 8.10(b) in its entirety and by substituting the following therefor:

(b) Declarant's Option to Fund Budget Deficits. During the Declarant Control Period, Declarant may satisfy its obligation for assessments on Units which it owns and are subject to assessment or for which it is contractually obligated to fund a Builder's assessment obligation either by: (i) paying such assessments in the same manner as any other Owner, or (ii) by paying the difference between (A) the amount of assessments levied on all other Units subject to assessment plus other income of the Association, and (B) the amount of actual expenditures by the Association (excluding any amounts in the budget of Common Expenses for capital and contingency reserves) during the fiscal year. Unless the Declarant otherwise notifies the Board in writing at least 60 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of the Declarant's election, the Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Declarant Control Period, the Declarant shall pay assessments on its unsold Units in the same manner as any other Owner.

[Signatures appear on following page]

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 through its undersigned managing member, Resource Conservation Properties, Inc., a Florida corporation by its undersigned authorized officer this 8 day of Dec. 2009.

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

Diane Murray
Witness

DIANE MURRAY
Printed Name

By: Resource Conservation Properties, Inc.,
a Florida corporation
Its: Managing Member

By: *[Signature]*
Name: *Gary Dumas*
Its: *VP*

Attest: _____
Name: _____
Its: _____

Bonnie Thinner
Witness

Bonnie Thinner
Printed Name

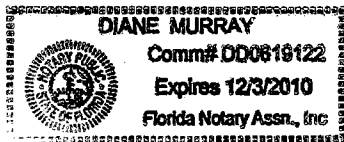
[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF *Lee*

The foregoing instrument was acknowledged before me this *8th* day of *December*, 2009, by *Gary Dumas* *VP* of Resource Conservation Properties, Inc., a Florida corporation, the managing member of Cape Coral Development Associates, LLC, a Florida limited liability company, on behalf of such entity. She/*he* is personally known to me or has produced _____ as identification and did (did not) take an oath.

My term of office expires on *12/3/10*.



Diane Murray [SEAL]
NOTARY PUBLIC
DIANE MURRAY
Printed Name
DD0619122
Commission No.