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 Prepared by ~~and returned to~~
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 CHARLIE GREEN, CLERK OF COURT
 LEE COUNTY, FLORIDA
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**AMENDMENT TO DECLARATION
 OF COVENANTS CONDITIONS
 AND RESTRICTIONS FOR SANDOVAL COMMUNITY**

This Amendment to the Declaration of General Protective Covenants and Restrictions for Sandoval Community is made this 6 day of July, 2005 by Cape Coral Development Associates, LLC, hereinafter called "DECLARANT".

①

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 Protective Covenants 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 as Exhibit "F"; and

WHEREAS, the Declarant desires to modify the Initial Use Restrictions and replace Exhibit "F" of the Declaration with Exhibit "A" attached hereto; 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

WHEREAS, the Declarant desires to amend the Declaration in a manner which does not conflict with the Master Plan; and

WHEREAS, at the time of recording the Declaration, Exhibit "E", which was supposed to be the South Florida Water Management District Permit, had not been received, so the Declarant desires to amend the Declaration to attach said permit to the Declaration.

NOW THEREFORE, DECLARANT declares as follows:

1. The Initial Use Restrictions attached as Exhibit "F" to the Declaration is replaced in their entirety with the Use Restrictions attached as Exhibit "A" hereto.

2. Article VIII, Section 8.9 is deleted in its entirety and replaced with the following: (Note: Underlined language is new text and stricken through language is deleted text.)

8.9 Time of Payment.

The obligation to pay Base Assessments and Special Assessments commences as to each Unit as of on the first day of the month following: (a) the daymonth in which the Unit is conveyed by the Declarant or a Builder to an end user, (b), the daymonth in which a Dwelling on the Unit is leased by the Declarant or a Builder to an end user, or (c) the daymonth in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first Base Assessment levied on each Unit shall be adjusted according to the number of daysmonths remaining in the fiscal year at the time assessments commence on the Unit. Notwithstanding anything in this Declaration to the contrary, the Declarant may, by contractual agreement with any Owner, require an Owner to pay Base Assessments and/or Special Assessments earlier than required by this section.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, assessments are due and payable in advance, in equal quarterly installments, on the first day of each calendar quarter. If any Owner is delinquent in paying any assessments or other charges levied on such Owner's Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

3. The South Florida Water Management District Permit is attached as Exhibit "B" 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 6 day of July, 2005.

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

By: Katherine C
Katherine C. Green, Vice President

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

Sandy Nagorski
Witness Signature

SANDY Nagorski
Printed Name

Linda J. Antonaccio
Witness Signature

Linda J. Antonaccio
Printed Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 6th day of July, 2005, by KATHERINE C. GREEN, as Vice 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, who is personally known to me.

(Seal)



Linda J. Antonaccio
MY COMMISSION # DD030432 EXPIRES
August 18, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public
Printed Name: Linda J. Antonaccio
My Commission Expires: _____

(CORPORATE SEAL)

EXHIBIT A

Use Restrictions

The following restrictions shall apply to all of the Properties until such time as they are amended, modified, repealed or limited by Use Restrictions of the Association adopted pursuant to Article III of the Declaration or as otherwise provided in the Declaration.

1. **General.** The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center, model homes, and sales offices for real estate brokers and Builders who are approved by the Declarant to have on site offices within the Properties), offices for any property manager retained by the Association, and business offices and construction areas for the Declarant, Builder, or the Association) consistent with this Declaration and any Supplemental Declaration.

2. **Nuisances and Other Prohibited Activities and Conditions.** Any activity which constitutes a nuisance is prohibited, including, but not limited to:

(a) Any activity which emits foul or obnoxious odors outside the Dwelling or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units;

(b) Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(c) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of a Dwelling;

(d) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to other persons;

(e) Outside burning of trash, leaves, debris or other materials, except by the Declarant or a Builder;

(f) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be an unreasonable annoyance or nuisance to occupants of other Units in the Board's judgment, except alarm devices used exclusively for security purposes;

(g) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in a Conservation Area or the Surface Water Management System or Common Area, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;

(h) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;

(i) Use and discharge of firecrackers and other fireworks; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(j) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools

or equipment, and the Association is permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank permitted by the Design Guidelines;

(k) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that (i) the Association may permit community wide garage sales on selected days approved by the Board, and (ii) an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (2) the business activity conforms to all zoning requirements for the Properties; (3) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (4) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. This subsection shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties;

(l) Capturing, trapping, or killing of wildlife within the Properties;

(m) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Properties or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(n) Structures, equipment, or other items on the exterior portions of a Dwelling which have become rusty, dilapidated, or otherwise fallen into disrepair;

3. **Garages.** Each dwelling Unit shall have an enclosed garage. The garage door(s) shall remain closed at all times except when being used for ingress & egress. Repair of vehicles is permitted only inside the garage.

4. **Trailers and Temporary Structures.** No trailers or structures of a temporary character shall be permitted on any Units except that (i) temporary construction trailers may be placed on a Unit during construction of Dwellings, and must be promptly removed upon completion of construction, and (iii) temporary sales offices may be used by Declarant or its assigns to market the initial sale of Units. Temporary structures may not be used as a residence.

5. **Signs.** All signage, including the type, size, materials, and location, must be in accordance with the Sandoval Signage Guidelines, which are part of the Design Guidelines referenced in Article IV of this Declaration

6. **Skateboard Ramps.** Skateboard ramps are not allowed.

7. **Mechanical Equipment.** All exterior air conditioning, heating, and pool equipment shall be buffered from view so that it is not readily visible from any adjacent streets or properties. The plan for such buffering shall be part of the plans submitted in accordance with the Design Guidelines. Window and wall air conditioning units are not permitted.

8. **Clothes Drying.** Clothing and laundry may not be aired or dried outside of a Dwelling.

9. **Shutters.** Hurricane, storm and decorative shutters may only be installed and used in accordance with the Design Guidelines.

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. At least fifteen 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. The Master Association shall also have the right to adopt additional rules and regulations governing the rental or leasing of residential units.

11. **Pets and Animals.** Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats and other usual and common household pets may be permitted in a unit. However, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other units shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pet droppings must be picked up by the Owner and discarded in waste containers. Pets shall be registered, licensed and inoculated as required by law.

12. **Height.** No dwelling unit or structure shall exceed two stories in height (35') above base flood elevation.

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, 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 $\frac{3}{4}$ ton capacity 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. 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. ATV's, golf carts, and "3 wheelers" may not be operated on any roadways, bike paths, walking paths, or any of the common areas.

14. **Subdivision of Units.** Subdivision of a Unit into two or more Units, changing the boundary lines of any platted Unit, or the use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, is prohibited, except that the

Declarant and its assigns is permitted to subdivide or re-plat Units and operate a timesharing, fraction-sharing or similar program with respect to Units it owns.

15. **Water Management Areas; Lakes.** Swimming, boating, use of personal flotation devices, or other active use of any body of water which is part of the water management system of Sandoval is prohibited, except that fishing from the shore in designated locations shall be permitted with appropriate licenses. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of any body of water within or adjacent to the Properties, whether or not it is a part of the water management system.

16. **Construction of Improvements to Units.** Construction, erection, or placement of any thing, permanently or temporarily, outside a Dwelling, must be in strict compliance with the provisions of Article IV of the Declaration.

17. **Holiday Decorations.** Holiday lighting and decorations on the exterior of Units that are displayed in commemoration or celebration of publicly observed holidays are allowed. Such lighting and decorations may not be displayed more than six weeks in advance of the holiday and must be removed within 30 days after the holiday has ended.