

**Amended and Restated Declaration of Covenants, Conditions and  
Restrictions of Sandalhaven Property Owners Association,  
A SUBDIVISION**

***SUBSTANTIAL REWORDING OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS - SEE CURRENT DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR CURRENT TEXT***

In a Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 721, Pages 49-53. of the Charlotte County Public Records on January 31, 1983, the Developer did submit to ownership pursuant to Chapter 720, Florida Statutes, known as the Homeowners Act, that property situated in Charlotte County, Florida, more particularly described as follows:

A parcel of land lying in Section 27, Township 41 South, Range 20 East, Charlotte County, Florida, being more particularly described as:

Commence at the Southeast corner of Gasparilla Pines Subdivision, Section One, as recorded in Plat Book 12, Pages 3A and 3B, of the Public Records of Charlotte County, Florida. Thence N9°43'17"E, for a distance of 100.01 feet, for a Point of Beginning; thence continue N9°43'17"E for a distance of 122.64 feet; thence N19°23'30"E, for a distance of 359.81 feet; thence S 70°36'30"E, for a distance of 110.73 feet; thence S7°05'24"W for a distance of 180.57 feet; thence S75°00'00"E, for a distance of 126.90 feet to a point on a curve concave to the Southwest; thence along said curve having a radius of 156.40 feet, a delta angle of 80°00'00". an arc distance of 218.38 feet, a chord bearing of S65°28'55"E and a chord distance of 201.06 feet to a Point of Reverse Curvature; thence along said curve, having a radius of 182.50 feet, a delta angle of 48°02'38", an arc distance of 153.03 feet, a chord bearing of S49°30'19"E and a chord distance of 148.59 feet; thence S23 32'09"W, for a distance of 218.64 feet to a point on a curve concave to the Southwest; thence along said curve having a radius of 2530.00 feet, a delta angle of 13°08'06". an arc distance of 580.00 feet, a chord bearing of N73°01'54W and a chord distance of 578.73 feet to the Point of Beginning.

TOGETHER WITH a parcel of land lying in Section 27, Township 41 South, Range 20 East, Charlotte County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Gasparilla Pines Subdivision, Section One, as recorded in Plat Book 12, Pages 3A and 3B, of the Public Records of Charlotte County, Florida; thence N9°43'17"E, for a distance of 222.65 feet; thence N19°23'30"E, for a distance of 429.81 feet for a Point of Beginning; thence N70°36'30W, for a distance of 205.00 feet; thence N19°23'30"E, for a distance of 174.28 feet; thence S 89°41'43"E, for a distance of 301.58 feet; thence S 12°24'27"W, for a distance of 274.94 feet; thence N70°36'30"W, for a distance of 113.43 feet, to the Point of Beginning. also known as Lots 1 thru 22, SANDALHAVEN ESTATES, Charlotte County, Florida. Said Declaration was subsequently amended as follows:

Amendment recorded at O.R. Book 2051, Pages 2200-2203, Charlotte County Public Records.

Amendment recorded at O.R. Book 3462, Pages 376-380, Charlotte County Public Records.

The submission of the land to the subdivision form of ownership by that document is and will remain effective. By adoption of this Amended and Restated Declaration of Covenants, Conditions and Restrictions, the Association members hereby adopt certain amendments to the Declaration of Covenants, Conditions and Restrictions and hereby restate the Declaration of Covenants, Conditions and Restrictions in its entirety. By adoption of this Amended and Restated Declaration of Covenants, Conditions and Restrictions, the members of the Association ratify governance of the property described above and the provisions of the Homeowners Act.

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1. Lots in said subdivision shall be used for residential purposes only. No mobile home containing less than 864 square feet of floor area, exclusive of Florida Rooms, porches, carports, and utility rooms and no mobile home less than 24 feet wide shall be placed or permitted to remain on any lot in the subdivision. Not more than one mobile home shall be placed or allowed to remain on any lot in the subdivision. No structure not attached to the mobile home may be constructed or allowed to remain on any lot in the subdivision.
2. All buildings and mobile homes located in the subdivision shall be set back a minimum of 25 feet from the front lot line, 13 feet from the rear lot line, and 7 1/2 feet from the side lot lines, except that the rear lot line set-back shall be 25 feet for lots on which the rear lot line abuts a public road right-of-way. If a mobile home is placed on two lots, the side lot requirements shall not apply to the lot line between the two lots.
3. No mobile home or other structure shall be placed, constructed, or allowed to remain on any lot unless the plans therefore, shall have first been approved by the Association. The lot owner has twenty-four months from the time of lot purchase to erect a mobile home and all of its amenities.
4. All mobile homes and all construction for its attachments shall be in accordance with the Federal, State, and Charlotte County Building Department Codes. All improvements to the mobile home shall be completed within 45 days after the placement of the home on the lot. The improvements to the home shall consist of the following:
  - A. Concrete or brick paver driveway no more than 20 feet wide, extending from the curb to the front of the carport. A utility or storage room at the rear of the carport shall be no smaller than 80 square feet nor any larger than 200 square feet extending in height from the floor of the carport to the roof of the carport. The length of the carport roof shall run equivalent of the full length of the home and be no more than 13 feet in width. All new concrete or brick paver work must be in accordance with state and local regulations. Any driveway in excess of 20 feet in width prior to January 2010 shall be considered as in compliance with this restriction.
  - B. A raised screened porch with a minimum of 120 square feet shall be located either at the front or side of the home or a screen room can be installed under the carport roof in some homes with a minimum size of 120 square feet; or there may be constructed on the lot a Florida room which must be attached to the mobile home located thereon. The maximum area of such Florida Room shall not exceed 35% of the square foot area of the home to which it is attached.
  - C. Decorator screen block underpinning, vinyl latticework or vinyl siding under the residence screening all areas not covered by Florida room, lanai, utility or storage room carport, steps, planters or air conditioner.
  - D. Lots shall be entirely sodded.
  - E. All sidewalks to the home or driveway must be a minimum of 4 feet in width.

NO STRUCTURES OTHER THAN THOSE HEREIN PROVIDED FOR SHALL BE PERMITTED ON ANY LOT

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5. Exterior Maintenance.
  - A. Each Lot Owner shall be responsible for and shall see to the maintenance, repair and operation of the exterior of the structures situated on the Lot, including the roof of the building. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken as soon as reasonably practicable, but in no event later than six (6) months from the date the damage occurs and shall be completed within twelve (12) months from the date the damage occurs, unless prevented by causes beyond the control of the Owner. The Association shall have all powers necessary to see that all responsibilities of the Owners hereunder are discharged and may exercise these powers exclusively if it so desires. No alterations to the exterior of buildings shall be made without the prior written consent of the Association.
  - B. All homeowners shall maintain their properties in a clean, sightly, and well-maintained condition at all times. This includes, but is not limited to, the regular cleaning of the exterior surfaces of the house, including siding, stucco and roofs to remove dirt, grime, mold, mildew, and algae growth.
  - C. Each Owner of a Lot shall be required to reconstruct or repair any structure placed on a Lot destroyed by fire or other casualty, whether or not such destruction shall have been an insured loss. The plans and specifications for the repair or reconstruction must be reviewed by the Association.
  - D. In the event that any Owner of a Lot fails to obtain required approvals or to repair, replace or maintain buildings and/or his lot as required herein, the Association shall have the right to proceed in a court of law or equity to seek compliance with the provisions hereof.
6. There shall be no swimming pools erected on any lots within the subdivision.
7. Permanent Hardwired Backup Generators:
  - A. All permits required by Charlotte County for permanent hardwired backup generators shall be obtained by the property owner.
  - B. Plans for installation of permanent hardwired backup generators must be submitted to the Association for approval by the Board of Directors. Plans shall show the generator model, intended location, fuel source and any landscaping screening.
  - C. Noise level shall be limited to daytime limits of 55 to 65 decibels and nighttime limits of 50 to 60 decibels.
  - D. Generators shall be screened from view with visually appealing landscaping.
  - E. Generator testing periods shall be limited to Monday through Friday between the hours of 10:00am and 6:00pm. and shall not exceed 15 minutes in duration.
  - F. Generators shall have manufacturers recommended maintenance performed to ensure efficient operation for reducing noise pollution.
8. All water and sewer assessments shall be borne by the individual lot owner. Each lot owner shall pay for the extension of the lines to their respective mobile home. Monthly water and sewer charges are the responsibility of the individual lot owner.

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9. An easement for drainage and for the construction, installation and maintenance of utility lines, pipes and other facilities is reserved along all front, side, and rear lot lines.
10. The Association reserves the right to locate, erect, construct, maintain and use or authorize location, erection, construction, maintenance and use of drains, sanitary and storm sewers, electric and telephone lines, and other utilities and to give or grant rights-of-way or easements therefore along front, rear, and side lot lines as platted and as hereinbefore provided.
11. No tree shall be removed from any lot without the prior approval of the Association. All necessary permits required by Charlotte County must be obtained by the property owner. It is the policy of the Association to permit such removal only when the same is required for access, for the health, safety and welfare of the public and subdivision residents when the tree in question is dead or irreparably diseased or damaged, or removal for the erection of a home.
12. All lots shall be kept clean, mowed, and free from unsightly structures. No motor vehicles without current license plates shall be stored or parked anywhere on the property. Motor vehicles having current license plates shall be parked on a concrete or brick paver driveway. No vehicles, utility trailers, golf carts, scooters or motorcycles shall be parked or stored on lawn areas. No items may be hung or otherwise stored on a lot outside the dwelling thereon, including without limitation scrap metal, any abandoned, wrecked or junked materials, items or articles, whether in the form of wrecked or junked vehicles, appliances, unsightly items and building materials. The Association and its successors and assigns reserve the right to enter upon all lots and mow the grass, remove debris and unsightly structures thereon. The Association's cost in mowing, cleaning, and maintaining lots shall be secured by a lien thereon which may be enforced in the same manner as other liens.
13. In accordance with the Federal Fair Housing Amendments Act of 1988, and the Housing for Older Persons Act of 1995, and comparable legislation adopted by the State of Florida, at least one person fifty-five (55) years of age or older must be a permanent occupant of each unit while any other person occupies said unit. Persons under the age of fifty-five (55) and over the age of eighteen (18) may occupy and reside in a unit as long as one of the occupants is age fifty-five (55) or older. Persons under the age of eighteen (18) shall not occupy a unit on a permanent basis but may occupy a unit on a temporary basis, not to exceed thirty (30) days in any twelve (12) month period. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age or older, provide that said exceptions shall not be permitted in situations where the granting of a hardship exception will result in having less than eighty percent (80%) (or the minimum as may be established by law from time to time) of the units in the community having less than one resident fifty-five (55) years of age or older.

It is the intent of this provision that the community comply with the Fair Housing Amendment Act of 1988 as the same may be amended from time to time, and comparable law adopted by the State of Florida, which currently requires that at least eighty (80%) percent of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedure for the purpose of insuring that the foregoing required percentages of occupancy by older persons are maintained at all times and to otherwise allow the Association to qualify for a legal exemption from the laws.

The Board or its designee shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the aforestated percentages of adult occupancy. This restriction on occupancy by persons less than fifty-five (55) years of age shall not apply to persons permanently occupying a unit as of the date of adoption of this Amendment.

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14. No animals, livestock or poultry shall be kept, raised or bred on any lot, except as hereinafter provided. Normal and usual household pets, i.e. Dogs, Cats, Aquarium Fish, Non-Talking Birds. Except for fish and non-talking birds no more than two such pets shall be permitted on any lot at any one time. Animals shall not be permitted to run at large and all pets shall be restrained by a leash not more than 10 feet in length whenever the animal is removed from its home lot. At no time will any pet be allowed on any other lot, in any utility or recreational area. Animals that are or become aggressive will be immediately and permanently removed from the subdivision. Exotic or endangered species are not permitted.
15. No derelict vehicles, vessels, trash or debris shall be placed or permitted to remain on any lot. All refuse shall be kept in containers of a type approved by the Association and located as specified by the Association. No repair work shall be conducted upon any residential lot, except for necessary repairs to authorized improvements on the lot and minor necessary repairs to vehicles or other equipment lawfully thereon.
16. No clotheslines or clothes poles may be placed or allowed to remain on any lot except for one "umbrella type" clothes pole or hanger for each lot, which shall be placed in the rear of the lot. Such clothes pole or hanger shall be removed when not in use. In no case may trees be used to tie a clothesline onto.
17. The Association requires prior approval for the installation of antennas and satellite dishes. Approval will be granted if the installation does not violate any safety regulations and does not unreasonably impair signal reception or transmission. The location of any antenna or satellite dish must be on private property and must not extend beyond the boundary of the exclusive-use area of the homeowner. Any installation in common areas will require Association approval.
18. No fence shall be erected or allowed to remain on any lot. Hedges or landscaping features shall not obstruct or hinder the mowing of the property along with adjacent property with power mowing equipment.
19. Additional vehicles (e.g. Travel trailers, boats and boat trailers) shall be permitted if the following criteria are met:
  - A. Owner has acquired title to the lot prior to the effective date of this amendment. Travel trailers, boats and boat trailers shall **not be permitted** if an owner has acquired title to the lot after the effective date of this amendment.
  - B. All of the aforementioned vehicles shall be parked completely under the resident's carport.
  - C. The carport shall have a lattice work installation, or other Board approved vehicle concealing blocker, to enhance the appearance of such carport and at least partially conceal the vehicle. (Applicable only to carports where vehicles described above are being parked.)
  - D. If carports do not accommodate mentioned vehicles, no such parking will be permitted.
  - E. All vehicles parked under the carport shall be registered, licensed and insured, if such is required by state or local regulations for that type of vehicle.
  - F. Travel trailers or motor homes shall be allowed to park on uncovered paved drives for a 72 hour period for loading and unloading when preparing for and returning from a trip. At no time may the vehicles be used for living or sleeping quarters.

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- G. The use/presence of such vehicles in the community shall not subject other residents to unreasonable noise, or noise at unreasonable hours. The use/presence of such vehicles shall be with due respect and consideration of the entire community.
  - H. Upon appeal by an association member(s), the Board may remove the privilege of having such vehicles in the community from certain properties where noise or other restrictions have, in the opinion of the Board, been violated.
20. No advertising signs of any type shall be erected, placed, displayed or allowed to remain on any lot without prior approval of the Association. No solicitations and no commercial enterprises will be allowed in the subdivision without written approval of the A. "For Sale" signs may be displayed on the property.
21. Leases:
- A. A lease is defined as occupancy by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves 30 or more overnight stays in the aggregate in any calendar year. The term "leasing" and "renting" shall be used interchangeably for the purpose of this Rule. The term "Tenant" and "Lessee" shall likewise be used interchangeably.
  - B. A mobile home must be permanently affixed to a lot, with a certificate of occupancy for a minimum of two (2) years and the lot owned by the lessor for a minimum of two (2) years before the property may be leased.
  - C. Lease Duration. No property shall be leased or rented for periods of less than 30 consecutive days. No individual rooms may be rented and there shall be no sub-leasing. Owners shall not lease more than two (2) times per year. No property shall be made subject to any type of timesharing, fraction-sharing, condominium or similar program whereby the right to exclusive use of the property rotates among members of the program on a fixed or floating time schedule over a period of years unless each such time share ownership shall own and have the right of possession of such property for one (1) year or more.
  - D. At least 14 days prior to tenant occupancy, the Owner shall submit to the Association, for approval by the Board of Directors, a completed tenant application for each tenant and occupant, which shall include, but not be limited to, the following: full names, ages, copy of drivers license or other pictured legal identification, contact information, vehicle make, model, color and license plate and the lease term.
  - E. All leases shall be restricted to residential use under the restrictions set vision:  

*"The lessee hereunder acknowledges that this lease is subject to the Amended and Restated Declaration of Restrictions of Sandalhaven Estates and the Rules and Regulations provided thereunder which lessee has read and agrees to be bound thereby, and that the failure to comply with same may result in certain remedies being invoked by the Association against lessee, including without limitation termination of this lease and personal liability of lessee for damages including reasonable court costs and attorney's fees at all trial and appellate levels."*

If the foregoing provision is not contained in any lease, it shall be deemed incorporated therein by reference. In the event a lessee, or a lessee's invitee, guest or licensee, occupies a home without a

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written lease, the occupancy thereof shall constitute an acceptance of this Declaration and an agreement to be bound thereby and subject thereto.

- F. Owners leasing property shall be responsible for all violations, and all damages or losses to the common areas, roadways and easements caused by occupants, notwithstanding that such occupants of a property are fully liable and may be sanctioned for any violations of this Declaration and the Rules and Regulations adopted pursuant thereto. The Owner will be jointly and severally liable with the lessee to the Association for any amount which is required by the Association to make such repairs or to pay any claim for injury or damage to any property caused within the subdivision by the negligence of the lessee. The Association, at its option, shall be deemed to be the agent of the Owner for purposes of bringing any eviction proceedings deemed necessary by the Association. The Association shall have the right to collect costs of collection against any occupant or lessee and against the Owner in the event that legal proceedings must be instituted against such occupant or lessee for eviction or for enforcement of the Declaration.
22. The aforesaid covenants and restrictions, together with covenants of warranty in the deeds of conveyance of lots in said subdivision shall be and constitute all of the obligations undertaken and limitations imposed by the present owners on the use and occupancy of said lands, and present owners make no other covenants or representations of any nature whatsoever with respect to future utilization, maintenance, development or any other matter.
23. These restrictive covenants shall run with the land and shall be binding upon all persons owning or claiming any interest therein. Enforcement shall be by proceedings at law or in equity either restrain violations or to recover damage for existing violations, and any such action may be brought by the Association, its successors or assigns, or by the property owner adversely affected by such violation.
24. An amendment to these restrictive covenants herein set forth may be accomplished by a two-thirds (2/3) vote of the members present at any meeting at which there is a quorum present.
25. Whenever reference is made to approval, consent or permission by the Association, such approval, consent or permission may be granted or denied by a person or a committee to be designated by the Association or by a property owners' association or other similar corporate or non-corporate organization, the purpose of which is to provide for the welfare of the residents of this subdivision. Likewise, all or any rights and reservations of the Association hereunder may be transferred or assigned by the Association to such an association. Such association or organization may be organized for the purpose of providing for the welfare of the residents of this subdivision.
26. There will be created, under the laws of the State of Florida, a not-for-profit corporation to provide a means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets, parks, lakes, recreational facilities or other amenities and such other facilities within the subdivision as may be conveyed to the corporation. Every person who acquires title (equitable or legal) to any residential lot in the subdivision shall be a member of the corporation or association, except that only one (1) of any number of co-owners shall be a member.
27. The Association through its Articles of Incorporation shall have the power to levy a uniform annual charge against the members to provide a means whereby the streets, and those areas within the subdivision designated as parks, lakes, recreational areas, or other amenities on the plats thereof, and such other facilities within the subdivision as may be conveyed to the corporation or established by it, may be operated, maintained, repaired or replaced.

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28. **Enforcement:**

The Board shall have the authority to suspend the right of use of the Common Properties (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member, or the Member's tenant, guest, or invitee, and/or suspend the voting rights of a Member that is more than ninety (90) days delinquent in payment and monetary obligation due to the Association, and such suspensions may be imposed at a properly notice board meeting. The Association shall notify the owner in writing of such suspension. The Association shall also have the authority to impose fines and/or suspension of use rights for violations of the Association's governing documents, in accordance with Florida law and procedures adopted by the Board. The Association may levy reasonable fines up to \$250.00 per violation against any Owner, Tenant, or Invitee for the failure of the Owner or any Owner's Family, Tenant, Guest or Invitee to comply with any provision of the Governing Documents. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000.00 in the aggregate. A fine of less than \$1,000.00 may not become a lien against a Parcel but a fine in excess of \$1,000.00 shall be secured by a lien as a Special Assessment. In any action to recover a fine, the Association is entitled to recover its reasonable attorney's fees and costs from the other party as determined by the Court. A fine may not be imposed without at least fourteen (14) days' notice to the person sought to be fined and an opportunity for a hearing before a committee of at least three Members appointed by the Board of Directors who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine proposed by the Board of Directors. If the Board of Directors imposes a fine, the Association must provide written notice of such fine by mail or hand delivery to the Owner and, if applicable, to the Owner's Family, Tenant, Guest or Invitee

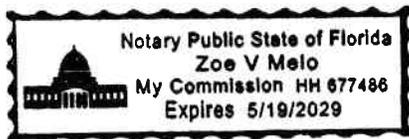
Amended by action of The Board of Directors Sandalhaven Property Owners Association, Inc. this 29<sup>th</sup> day of Jan, 2025 by:

By: *Kenneth A. Miner* *[Signature]*  
Kenneth A. Miner, President Witness Signature

Attest: *William R. Barley* *[Signature]*  
William R. Barley, Secretary to the Board Witness Signature

**STATE OF FLORIDA  
COUNTY OF CHARLOTTE**

The foregoing instrument was acknowledged before me this 29 day of January, 2026 by Kenneth A. Miner, as President and William R. Barley, as Secretary of the Sandalhaven Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced driver license as identification. If no type of identification is indicated, the above-named persons are personally known to me.



Notary Public *Zoe V. Melo*  
 Printed Name Zoe V. Melo  
 State of Florida  
 My Commission Expires 5/19/2029