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 Deputy Clerk LAMBROSIO
 #1

**CERTIFICATE OF AMENDMENT TO
 THE DECLARATION OF
 RESTRICTIONS AND PROTECTIVE COVENANTS
 FOR SAN SIMEON PHASE I**

I HEREBY CERTIFY that the following amendments to the **Declaration of Restrictions and Protective Covenants For San Simeon Phase I (“Declaration”)** were approved by the affirmative vote and written consent of the Members representing a majority of the voting interests present at a meeting of the San Simeon Phase I Residents’ Association, Inc.(“Association”), held on October 28, 2014, at which meeting a quorum was present, all in accordance with Article XIII, Section 6 of the Declaration, as previously amended. The Corporate Secretary’s Record of such vote of the Members approving the Amendments is an Official Record of the Association and held in the Association’s offices. The Declaration was originally recorded as Instrument Number 2006000393300 of the Public Records of Lee County, Florida.

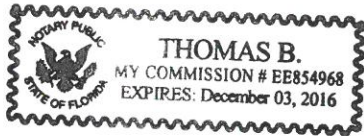
The amendments attached hereto as Exhibit “A” were duly adopted and are applicable to the properties in the San Simeon Phase I community all as described in the originally recorded Declaration and as it may be, or have been, amended or supplemented from time to time.

IN WITNESS WHEREOF, this Certification of Amendments to the **Declaration** has been executed as follows:

Witnesses:	SAN SIMEON PHASE I RESIDENTS ASSOCIATION, INC.
<u>Deborah M. Camelo</u> Signature of 1 st Witness <u>DEBORAH M. CAMELO</u> Printed Name of 1 st Witness	By: <u>Eric Vincent</u> President <u>[Signature]</u> , its
<u>Thomas B. Hart</u> Signature of 2 nd Witness <u>THOMAS B. HART</u> Printed Name of 2 nd Witness	Date: <u>11/19/2014</u> CORPORATE SEAL

STATE OF FLORIDA)
)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 19 day of November, 2014, by Brian Vincent, as President of the San Simeon Phase I Residents Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



Thomas B. Hart
Notary Public
THOMAS B. HART
Printed Name

My Commission Expires:

EXHIBIT A
AMENDMENT
TO THE
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR SAN SIMEON PHASE I

The Declaration of Restrictions and Protective Covenants For San Simeon Phase 1 shall be amended as follows:

1. Section 3 of the Article IV, entitled “Lot Maintenance”, is hereby amended, as follows:

[Additions indicated by underlining. Deletions indicated by ~~striking through~~.]

Section 3. Lot Maintenance. The Association shall perform routine maintenance of all Lots, including maintaining the grass and all landscaping originally installed by the Developer. The Developer shall replace any landscaping originally installed by the Developer for a period of 90 days from the date of the initial conveyance of a Lot from the Developer to the Owner, thereafter the ~~Owner~~ Association shall be responsible for replacement of landscaping as necessary, ~~but only. If the restoration of landscaping is required, the Lot Owner shall restore the landscaping~~ to the standard of the original landscaping installed by the Developer. The Association shall only be responsible for the replacement of landscaping to the extent replacement is required due to the Association's failure to properly perform routine maintenance as required herein and then, only to the extent of replacing plants that have died and if sufficient funds have been budgeted for same. The maintenance and/or repair of landscaping on an Owner's Lot damaged due to the negligence or intentional acts of such Owner shall be the responsibility of such Owner. The maintenance of the residence and related improvements constructed on the Lot shall be the complete maintenance responsibility of the Owner(s) thereof. The maintenance of all landscaping installed on a Lot by the Owner(s) thereof which is in addition to and not a replacement of the landscaping originally installed by the Developer shall be the complete maintenance responsibility of such Owner(s). If a mailbox is installed by the Developer, in its sole discretion, the Owner shall be responsible for the maintenance, repair and replacement of the mail box installed by the Developer.

2. Section 9 of the Article XI, entitled “Animals and Pets”, is hereby amended, as follows:

[Additions indicated by underlining. Deletions indicated by ~~striking through~~.]

Section 9. Animals and Pets. No reptiles, animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, other than pit bulls, cats, or other usual and common household pets not to exceed a total of two (2) in number regardless of the type. The keeping of a dog or other domestic pet is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Property.

This license is subject to the following conditions:

- A. Pets shall be kept on a leash at all times when outside a building and not enclosed within a fenced-in area, if such fenced-in area is permitted or has been approved by the ACB.
- B. Pets are permitted to have excrements upon the Common Areas provided that the Owner shall immediately remove such excrement from the Common Areas with a “Pooper-Scooper” or other appropriate tool and deposit said waste in an approved trash receptacle.
- C. The owner of a pet shall be responsible, and by virtue of ownership, assumes responsibility for any damage to persons or property caused by his pet(s).
- D. Any pet whose owner violates the provisions and intent of these rules shall be deemed a nuisance and subject to removal in accordance with the provisions of this Declaration.
- E. Tenants of Leased Units are prohibited from keeping pets of any kind in or around the Unit.

3. Section 20 of the Article XI, entitled “Leasing”, is hereby amended, as follows:

[Additions indicated by underlining. Deletions indicated by ~~striking through~~.]

Section 20. Leasing. No lease shall be made for less than a three (3) month period, and all leases must be in writing. No more than one (1) lease may be executed per year for the rental of a Lot. Owners are required to provide to the Association the Owner’s current mailing address, together with the names of those residing on the Lot and to insure that each proposed tenant submit to the Association a rental application on forms satisfactory to the Association and application fees sufficient to reimburse the Association for the costs of background checking and processing costs, as determined by the Association from time to time. No lease shall be effective and no Tenant is permitted to occupy any Unit unless such lease is approved in writing by the Association prior to any such occupancy. Disapproval of any Tenant shall be at the discretion of the Board for good cause, including but not limited to, convicted felons and sex offenders.

Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing on his Lot, and for all guests, tenants, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Lot, or any guest or invitee of an Owner or any resident of a Lot, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

With respect to any tenant or any person present on any Lot or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him in the Lot, if such person shall materially violate any provision of this Declaration, the Articles, or be a source of annoyance to the residents of the Property, or shall willfully or negligently damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys’ fees, may be assessed against the applicable Owner, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.