

This instrument prepared by:
Richard A. Weller, Esq.
Najmy Thompson, P.L.
1401 8th Avenue West
Bradenton, Florida 34205

INSTR # 2012000119353, Pages 3
Doc Type RES, Recorded 05/30/2012 at 03:06 PM,
Charlie Green, Lee County Clerk of Circuit Court
Rec. Fee \$27.00
Deputy Clerk CDOUGLAS
#1

**CORRECTIVE AMENDMENT TO THE FIRST AMENDMENT TO DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS FOR SAN SIMEON PHASE 1**

KNOW ALL MEN BY THESE PRESENTS that the Declaration of Restrictions and Protective Covenants for San Simeon Phase 1 ("Declaration"), recorded as Instrument #2006000393300 in the Lee County Public Records, is hereby amended by the recording of this Amendment to the Declaration.

WHEREAS, the First Amendment to the Declaration was recorded as Instrument No. 2009000299266, of the Public Records of Lee County, Florida, on November 6, 2009, and the amendment was intended to apply to the lots within the community, designated as "Developer/Builder Lots". The amendment was intended to exempt certain lots from the amendment, as described in Exhibit "A" to the First Amendment.

WHEREAS, the Legal Description attached as Exhibit "A" to the First Amendment contained a scrivener's error, in that several lots that were inadvertently omitted from the Legal Description. Such lots should have been included in the description to be exempted from the amendment because they were not designated "Developer/Builder Lots" at the time the amendment was adopted.

NOW THEREFORE, the Developer hereby amends Exhibit A to the First Amendment to the Declaration as follows, and the following legal description shall replace such Exhibit A in its entirety:

Exhibit A Legal Description

ALL OF SAN SIMEON PHASE I ACCORDING TO THE PLAT THEREOF, RECORDED UNDER INSTRUMENT NO. 2005000084958, LESS AND EXCEPT THE FOLLOWING:

LOTS 9 THROUGH 23, 63 THROUGH 171, AND LOTS 213 THROUGH 219, AND TRACTS A THROUGH K OF SAN SIMEON PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NO. 2005000084958, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CERTIFICATE OF AMENDMENT

The Developer does hereby certify that the foregoing Amendment to the Declaration, was adopted pursuant to Article XIII, Section 6 of the Declaration, in a manner consistent with Florida law. The Association indicates its joinder and consent below.

IN WITNESS WHEREOF, Developer has executed this Amendment to the Declaration of Restrictions and Protective Covenants for San Simeon Phase 1, this 17th day of May, 2012.

SIGNATURE WITNESSED BY:

[Signature]
Print Name: TROY E. SIMPSON

[Signature]
BRYON T. LOPRESTE

DEVELOPER

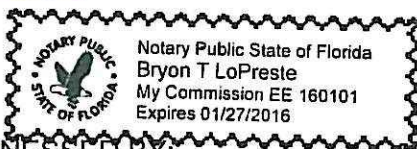
KC SAN SIMEON LLC

By: [Signature]
Print Name: JAMES P. HARVEY, as its
VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of MAY, 2012, by JAMES P. HARVEY. He/She is personally known to me or has produced _____ as proof of identification.



[Signature]
Notary Public

SIGNATURE WITNESSED BY:

[Signature]
Print Name: TROY E. SIMPSON

[Signature]
Print Name: BRYON T. LOPRESTE

JOINED BY:

SAN SIMEON PHASE 1
RESIDENTS' ASSOCIATION, INC.

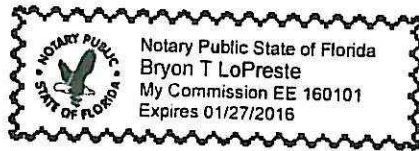
By: [Signature]
Print Name: David B. Langhous, as
PRESIDENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of MAY, 2012, by DAVID B. LANGHOUT, as PRESIDENT of San Simeon Phase 1 Residents' Association, Inc., on behalf of the corporation. He/She is

personally known to me or has produced _____ as proof
of identification.





Notary Public

This instrument prepared by:
Richard A. Weller, Esq.
Najmy Thompson, P.L.
1401 8th Avenue West
Bradenton, Florida 34205

INSTR # 2012000119354, Pages 4
Doc Type RES, Recorded 05/30/2012 at 03:06 PM,
Charlie Green, Lee County Clerk of Circuit Court
Rec. Fee \$35.50
Deputy Clerk CDOUGLAS
#2

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR SAN SIMEON PHASE 1**

KNOW ALL MEN BY THESE PRESENTS that the Declaration of Restrictions and Protective Covenants for San Simeon Phase 1 ("Declaration"), recorded as Instrument #2006000393300 in the Lee County Public Records, is hereby amended by the recording of this Amendment to the Declaration.

WHEREAS, Article XIII, Section 6 of the Declaration provides that the Declaration may be amended by the Developer for so long as the Developer has the right to appoint the entire Board of Directors.

WHEREAS, the Developer, KC San Simeon LLC, as successor developer pursuant to the assignment of developer rights recorded as Instrument #2009000299247, in the Public Records of Lee County, Florida, has the right to appoint the entire Board of Directors at the time this certificate of amendment is executed, and Developer retains the authority to unilaterally amend the Declaration at this time.

NOW THEREFORE, the Developer hereby amends the Declaration as follows:

(Strike-throughs are deletions; underlined words are additions or changes)

1. Article VI, Section 1. Creation of Lien and Personal Obligation for Assessments. The Developer, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association General Assessments for expenses outlined in Section 2 hereof and Special Assessments as provided in Section 5 hereof. Such Assessments are to be fixed, established and collected from time to time as hereafter provided. Except as otherwise provided herein, the Assessments shall be against all Lots equally. The cost of maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a Special Assessment against such Member. The full Assessment as to each Lot upon which an improvement is constructed shall commence on the first day of the full calendar month after a certificate of occupancy for the improvement is issued, ~~or upon the conveyance of the Lot by the Developer or upon the first occupancy of the improvement, whichever occurs first.~~ Notwithstanding any provision to the contrary, any prior or future conveyance of any Lot to any Builder, as further defined in the Declaration and any amendment thereto, or to any Builder designated by the Developer (collectively defined herein as "Builder" or "Builders"), or any prior or future conveyance of any lot back to the Developer by any Builder, shall not trigger the requirement for the Lot to begin paying assessments on the Lot described herein. This exemption to pay assessments on the Lots shall apply to all transfers from the successor developer, KC San Simeon LLC, to Builders from the time that the successor developer received an assignment of rights from the original developer of the community. No owner may waive or otherwise escape liability for the Assessments for maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas. The General and Special Assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which

the Assessment is made, and shall also be the personal obligation of the Owner of such Lot. The lien rights provided herein shall not apply to any portion of the Property owned by the Developer.

2. Article VI, Section 8. Working Capital Fund. Developer shall establish a Working Capital Fund for the operation of the Association, which shall be collected by the Developer from each Lot purchaser at the time of conveyance of each Lot to such purchaser from the Developer in an amount equal to two (2) months of the annual assessments for each Lot without consideration for reductions due to incomplete facilities. The Association shall be entitled to collection of a contribution equal to two (2) months of the annual assessments of the time of conveyance of any Lot subsequent to the initial conveyance from the Developer to the initial Lot Owner. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot. Notwithstanding any provision to the contrary, the requirement to pay the Working Capital Fund contribution shall not apply to conveyances from the Developer to any Builder; instead the Working Capital Fund contribution shall be required upon the Builder's sale of a Lot to someone other than Developer or other designated Builder. The exemption to paying the Working Capital Fund contribution shall apply to all transfers from the successor developer, KC San Simeon, LLC, to Builders from the time that the successor developer received an assignment of rights from the original developer of the community. Amounts paid into the fund are not to be considered as advance payment of regular Assessments. Notwithstanding the foregoing, the Developer, for so long as it controls the Board of Directors, shall have the right to use the Working Capital Fund to pay for ordinary expenses of the Association.
3. Article VI, Section 10. Collection of Assessment; Effect of Non-payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee in an amount up to the highest amount permitted by law of ten percent (10%) ~~of the amount of the Assessment, or Ten and No/100 Dollars (\$10.00), whichever is greater or as otherwise adopted by the Board of Directors from time to time, plus interest at the then highest rate of interest allowable by law from the due date until paid. [the remainder of this section is not amended by this document and remains in full force and effect]~~
4. Article VI, Section 11. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges (subject to the limitations of Florida laws), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first mortgage of an Institutional Lender upon any Lot. In addition, the lien of assessments, including interest, late charges (subject to the limitation of Florida laws), and costs (including attorneys' fees) provided for herein, shall be subordinate to a mortgage held by Developer upon the property, or any portion thereof, or any interest therein. The sale or transfer of any Lot or parcel to judicial or non judicial foreclosure of a first mortgage shall extinguish the lien of such Assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or parcel from lien rights for any Assessments thereafter becoming due. Where the Institutional Lender of a first mortgage of record or other purchaser of such a Lot obtains title, its successors and assigns shall be liable for all past due amounts, except as may be limited by Florida law. ~~not be liable for the Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid Assessments shall be deemed to be a Special Assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.... Likewise, where a mortgage is held by the Developer upon the Property, or a portion thereof, and the Developer or other purchase obtains title, its successors and assigns shall not be liable for the Assessments by the Association chargeable to the Property, or a portion thereof, which become due prior to the acquisition of title to the Property, or portion thereof, by such acquirer. Such unpaid Assessments shall be deemed to be a Special Assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure)~~

took place.

5. Article IX, Section 23. Periodic Inspection. In the event that a home is or will be vacant for a period in excess of sixty (60) days, or as otherwise may be required by the Board, the owner shall be responsible for making sure that the home is inspected at least once every thirty (30) days in order to determine whether there are any issues regarding water intrusion or leaks from the toilets, bath/shower, sinks, air conditioning/heating systems, or any other pipe, plumbing, appliance, or fixture in the home; to make sure that the air conditioning/heating systems are functioning properly and providing adequate air circulation and moisture control, and to inspect for mold/moisture issues; to make sure that the unit is not suffering from insect or other pest infestation and that it is receiving adequate insect, rodent, or other pest control measures; or any other condition that has the potential to cause damage to the home or neighboring homes in the community. For homes in which the Association is obligated to provide insurance or other maintenance functions as may be required by this Declaration, the owner shall be obligated to immediately report to the Association any such issues or conditions damaging or potentially damaging property for which the Association is obligated to insure and/or maintain. The Association shall have no obligation to periodically inspect the interior of any home, and all such obligations shall lie with the owner and/or occupant of the home.
6. Article IX, Section 24. Banners and Flags. The Board shall have the authority to adopt rules, regulations and/or architectural standards regarding the display of Banners, flags and flagpoles in the community, and such banners, flags and flagpoles may be regulated to the fullest extent allowed by Chapter 720, Florida Statutes, as it may be amended from time to time.
7. Article XIII, Section 6. Amendment. For so long as the Developer has the right to appoint the entire Board of Directors of the Association, the Developer may unilaterally amend this Declaration. At such time as the Developer no longer has the right to appoint the entire Board of Directors of the Association, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing a majority of the voting interests present at a meeting at which a quorum is present or, alternatively, if a meeting is not held, written consent of a majority of the entire membership. ~~two-thirds of the total votes of the Association.~~ Every amendment must have the written joinder and consent of the Developer for so long as the Developer owns any portion of the Property. However, the percentages of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Public Records of Lee County, Florida. No amendment may prejudice or impair the rights or priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Developer, unless Developer joins in the execution of the amendment. Any amendment that will affect any aspect of the Stormwater Drainage Facility or system including water management portions of the Common Areas, just receive prior approval from the SFWMD or other applicable authority.

CERTIFICATE OF AMENDMENT

The Developer does hereby certify that the foregoing Amendment to the Declaration, was adopted pursuant to Article XIII, Section 6 of the Declaration, in a manner consistent with Florida law. The Association indicates its joinder and consent below.

IN WITNESS WHEREOF, Developer has executed this Amendment to the Declaration of Restrictions and Protective Covenants for San Simeon Phase 1, this 17th day of May, 2012.

SIGNATURE WITNESSED BY:

[Signature]
Print Name: TRAY E SIMPSON

[Signature]
Print Name: BRYON T. LOPRESTE

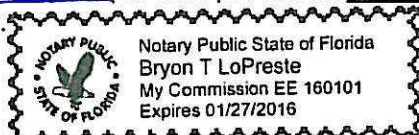
DEVELOPER
KC SAN SIMEON LLC

By: [Signature]
Print Name JAMES P. HARVEY, as its
VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of MAY, 2012, by JAMES P. HARVEY. He/She is personally known to me or has produced _____ as proof of identification.



[Signature]
Notary Public

SIGNATURE WITNESSED BY:

[Signature]
Print Name: TRAY E SIMPSON

[Signature]
Print Name: BRYON T. LOPRESTE

JOINED BY:

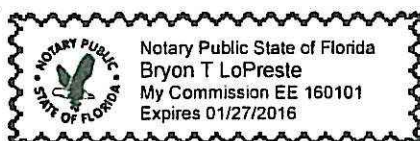
SAN SIMEON PHASE 1
RESIDENTS' ASSOCIATION, INC.

By: [Signature]
By: DAVID B. LANGHOUT, as
PRESIDENT

STATE OF FLORIDA

COUNTY OF ~~MANATEE~~ HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of MAY, 2012, by DAVID B. LANGHOUT, as PRESIDENT of San Simeon Phase 1 Residents' Association, Inc., on behalf of the corporation. He/She is personally known to me or has produced _____ as proof of identification.



[Signature]
Notary Public

This instrument prepared by:
Richard A. Weller, Esq.
Najmy Thompson, P.L.
1401 8th Avenue West
Bradenton, Florida 34205

INSTR # 2012000119355, Pages 2
Doc Type RES, Recorded 05/30/2012 at 03:06 PM,
Charlie Green, Lee County Clerk of Circuit Court
Rec. Fee \$18.50
Deputy Clerk CDOUGLAS
#3

**CERTIFICATE OF AMENDMENT TO THE BYLAWS OF
SAN SIMEON PHASE 1 RESIDENTS' ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS that the Declaration of Restrictions and Protective Covenants for San Simeon Phase 1 ("Declaration"), was recorded as Instrument #2006000393300 in the Lee County Public Records;

WHEREAS, the Bylaws for the San Simeon Phase 1 Residents' Association, Inc. (the "Bylaws") were recorded as Exhibit E to said Declaration;

WHEREAS, Article X of the Bylaws provides that the Bylaws may be amended by the Developer for so long as the Developer has the right to appoint the entire Board of Directors.

WHEREAS, the Developer, KC San Simeon LLC, as successor developer pursuant to the assignment of developer rights recorded as Instrument #2009000299247, in the Public Records of Lee County, Florida, has the right to appoint the entire Board of Directors at the time this certificate of amendment is executed, and Developer retains the authority to unilaterally amend the Bylaws at this time.

NOW THEREFORE, the Developer hereby amends the Bylaws as follows:

(Strike-throughs are deletions; underlined words are additions or changes)


1. Article VII, Section 31. The presence (in person or via proxy) at the meeting of members entitled to cast twenty percent (20%) ~~thirty-three and one-third percent (33 1/3%)~~ of the Class A membership votes shall constitute a quorum for any action governed by these Bylaws.
2. Article VII, Section 32 [*second paragraph amended as follows*] The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least fifteen percent (15%) ~~twenty-five (25%)~~ percent of the total votes of the Association remain present, and provided further that any action taken shall be approved by at least of a majority of the Members required to constitute a quorum.


CERTIFICATE OF AMENDMENT

The Developer does hereby certify that the foregoing Amendment to the Declaration, was adopted pursuant to Article XIII, Section 6 of the Declaration, in a manner consistent with Florida law. The Association indicates its joinder and consent below.

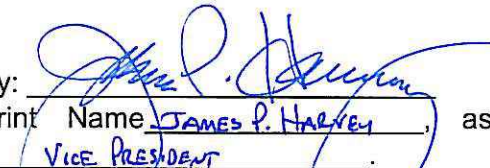
IN WITNESS WHEREOF, Developer has executed this Amendment to the Declaration of Restrictions and Protective Covenants for San Simeon Phase 1, this 12th day of May, 2012.

SIGNATURE WITNESSED BY:


Print Name: Trey E. Simpson

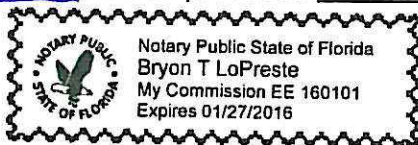

Print Name: Bryon T. LoPreste


DEVELOPER
KC SAN SIMEON LLC

By: 
Print Name JAMES P. HARVEY, as its
VICE PRESIDENT

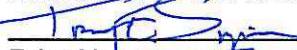
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH


The foregoing instrument was acknowledged before me this 1th day of MAY, 2012, by JAMES P. HARVEY. He/She is personally known to me or has produced _____ as proof of identification.




Notary Public

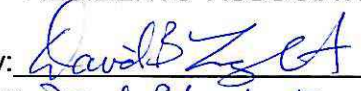
SIGNATURE WITNESSED BY:


Print Name: Trey E. Simpson


Print Name: Bryon T. LoPreste

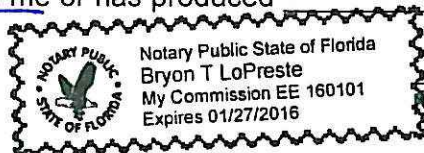
JOINED BY:


**SAN SIMEON PHASE 1
RESIDENTS' ASSOCIATION, INC.**

By: 
By: David B. Langhout, as
PRESIDENT

STATE OF FLORIDA
COUNTY OF ~~MANATEE~~ HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of MAY, 2012, by DAVID B. LANGHOUT, as PRESIDENT of San Simeon Phase 1 Residents' Association, Inc., on behalf of the corporation. He/She is personally known to me or has produced _____ as proof of identification.




Notary Public

This Instrument Prepared By:
Richard A. Weller, Esq.
Najmy Thompson, P.L.
1401 8th Avenue West
Bradenton, Florida 34205

INSTR # 2012000119356, Pages 3
Doc Type RES, Recorded 05/30/2012 at 03:06 PM,
Charlie Green, Lee County Clerk of Circuit Court
Rec. Fee \$27.00
Deputy Clerk CDOUGLAS
#4

**ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
SAN SIMEON PHASE 1 RESIDENTS' ASSOCIATION, INC.
DOCUMENT NUMBER OF CORPORATION: N05000010244**

The Declaration of Restrictions and Protective Covenants for San Simeon Phase 1 (the "Declaration") was recorded as Instrument Number 200600039330, in the Public Records of Lee County, Florida. The Articles of Incorporation for San Simeon Phase 1 Residents' Association, Inc., were recorded as an Exhibit to the Declaration, and were also filed with the state on October 4, 2005.

Pursuant to provisions of section 617.1006, *Florida Statutes*, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.

1. The Articles of Incorporation have been amended as set forth on attached Exhibit "A".
2. The date of adoption of the amendments and consent by the Board of Directors was the 17th day of May, 2012. No members are entitled to vote on the attached amendment to the Articles of Incorporation.
3. Article XIII of the Articles of Incorporation allow the Developer to unilaterally amend the Articles for so long as Developer has the right to appoint Directors to the Board. At the time of the adoption of the amendment, the Developer is entitled to appoint the Board of Directors.

[Signatures on following page]

CERTIFICATE OF AMENDMENT

The Developer does hereby certify that the attached Amendment to the Articles of Incorporation was adopted pursuant to Article XIII of the Articles of Incorporation, in a manner consistent with Florida law. The Association indicates its joinder and consent below.

IN WITNESS WHEREOF, Developer has executed this instrument this 17th day of May, 2012.

SIGNATURE WITNESSED BY:

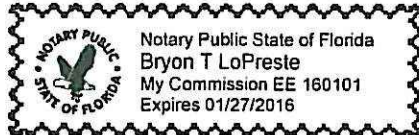
Troy F. Simpson
Print Name: TROY F. SIMPSON

Bryon T. LoPreste
Print Name BRYON T. LOPRESTE

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of MAY, 2012, by JAMES P. HARVEY. He/She is personally known to me or has produced _____ as proof of identification.



DEVELOPER:

KC SAN SIMEON LLC

By: James P. Harvey
Print Name and Title: JAMES P. HARVEY
VICE PRESIDENT

[Signature]
Notary Public

SIGNATURE WITNESSED BY:

Troy F. Simpson
Print Name: TROY F. SIMPSON

Bryon T. LoPreste
Print Name: BRYON T. LOPRESTE

JOINED BY:

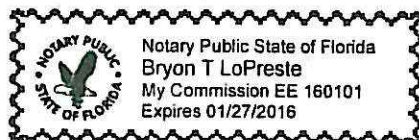
SAN SIMEON PHASE 1
RESIDENTS' ASSOCIATION, INC.

By: David B. Langhout
Print Name: David B. Langhout, as
President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of MAY, 2012, by DAVID B. LANGHOUT, as PRESIDENT of San Simeon Phase 1 Residents' Association, Inc., on behalf of the corporation. He/She is personally known to me or has produced _____ as proof of identification.



[Signature]
Notary Public

FAX AUDIT NUMBER:

H12000137495 3

Exhibit "A"
Amendment to Articles of Incorporation of
San Simeon Phase 1 Residents' Association, Inc.
Document No. N05000010244

Amendment to Article VII
(Strike-Through text indicate deletions; underlined text indicates additions)

As long as the Developer shall have the right to appoint the Board of Directors, Directors need not be Members of the Association and need not be residents of the State of Florida. All Directors appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed at any time by the Developer. At the first annual election to the Board of Directors where Directors are elected by the Members, the Members shall elect five (5) ~~seven (7)~~ Directors and the term of office of the three elected Directors receiving the highest plurality of votes shall be established at two (2) years, with the other two (2) elected Directors to serve for a term of one (1) year. After the turnover election, a majority of the membership may alter the number of directors, provided such alteration does not reduce the term of any duly elected board member. However the number of Directors shall not be less than three (3), and shall not exceed five (5).

Elections shall be by plurality votes. All Directors shall hold office until the election of new directors at the next annual meeting or resignation of said Director. Each year thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.

Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member and may not be removed except by action of the Class B Member, and may be removed from office, and a successor director may be appointed, at any time by the Class B Member.