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 MARTHA O. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
 LEGACY AT LAKE JESSAMINE HOMEOWNERS ASSOCIATION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR LEGACY AT LAKE JESSAMINE HOMEOWNERS ASSOCIATION is made and executed this 11th day of October, 2007, by LEGACY AT LAKE JESSAMINE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Beazer Homes Corp., as Developer, pursuant to that certain Declaration of Covenants and Restrictions for Legacy at Lake Jessamine dated August 3, 2005, and recorded on August 19, 2005, in Official Records Book 8142, Page 2567, of the Public Records of Orange County, Florida, (hereinafter referred to as the "Declaration"), did declare that certain real property more particularly described on Exhibit "A" to the Declaration was to be subject to certain covenants, conditions, restrictions, reservations and easements more particularly set forth therein; and

WHEREAS, Section 3 of Article XX of the Declaration permits the Declaration to be amended by a vote of ninety per cent (90%) of a quorum of Owners present or by proxy at a duly called or Special Meeting of the members of the Association; and

WHEREAS, at a Special Meeting of the members of the Association held on October 10, 2007, by a vote of over ninety percent (90%) of a quorum of Owners present, the members voted to amend the Declaration to restrict overnight parking on the streets of the Community; and

WHEREAS, said members of the Association desire the Association to amend the Declaration in the manner hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises hereof, the Association does hereby declare that Section 38 and Section 39 are hereby added to Article XIII of the Declaration as follows, to wit:

ARTICLE XIII
RESTRICTIONS

Section 38. Parking.

Owners' and/or tenants' vehicles shall be parked in the garage or driveway and shall not block the sidewalk. No vehicle of any nature shall be parked on any portion of Legacy at Lake Jessamine or a Lot except on the surfaced parking area thereof.

There shall be no parking on the street in excess of a total of forty-eight (48) hours over the course of a seven (7) day period within Legacy at Lake Jessamine. After an Owner within Legacy at Lake Jessamine has received three written notices advising that Owner is in violation of the above limitation on parking on the street, the Association may exercise the option to tow a violating vehicle associated with such Owner.

The Association shall not be liable to the owner of such vehicle for trespass, damages, or otherwise, nor guilt of any criminal act by reason of towing, and neither its removal nor failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind.

Section 39. Inoperative Vehicles and Vehicle Maintenance.

No inoperative vehicles shall be allowed to remain on the driveway for a period in excess of two (2) days. The Association shall issue notice to the Owner/resident of the infraction and will require that the inoperative vehicle(s) be moved within the garage. There shall be no major maintenance, repair or restoration performed on any motor vehicle on or adjacent to any Lot in the Community unless done so within the garage of the Home. At no such time should any motor vehicle fluids be permitted to run into the storm water drainage or interfere with any environmental laws or regulations. All vehicles shall have current registrations and license plates. To promote the integrity of the appearance of the Association no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, shall be permitted to be parked or stored on the driveway in excess of two (2) days. The Association shall issue notice to the Owner/resident of the infraction and will require that the vehicle as identified above be moved within the garage.

IN WITNESS WHEREOF, this FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR LEGACY AT LAKE JESSAMINE HOMEOWNERS ASSOCIATION has been executed by the Association in a form and manner sufficient to bind it on the day and year first above written.

Signed, sealed and delivered in the presence of:

LEGACY AT LAKE JESSAMINE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Robert D. Hair

Print Name Robert D. Hair

By: Don Danos

Name: Don Danos
Title: President and Director

Dorothy H. Kenney

Print Name DOROTHY H. KENNEY

DOROTHY

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11th day of October, 2007, by Don Danos, as President and Director, LEGACY AT LAKE JESSAMINE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. He is personally known to me or has produced _____ as identification.

AFFIX NOTARY STAMP

Dorothy H. Kenney
Signature of Person Taking Acknowledgment
Print Name: _____
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____

DOROTHY H. KENNEY
Notary Public, State of Florida
My comm. exp. Apr. 13, 2008
Comm. No. DD 303586

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