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DOC # 20230589520  
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of 5  
Rec Fee: \$44.00  
Deed Doc Tax: \$0.00  
Mortgage Doc Tax: \$0.00  
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Orange County, FL

**CERTIFICATE OF SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
LEGACY AT LAKE JESSAMINE HOMEOWNERS ASSOCIATION, INC.**

The undersigned officers of LEGACY AT LAKE JESSAMINE HOMEOWNERS ASSOCIATION, INC. (herein after referred to as "Association"), the corporation in charge of the operation and control of LEGACY AT LAKE JESSAMINE, according to the Declaration of Covenants and Restrictions for Legacy at Lake Jessamine Homeowners Association, Inc., recorded in Official Records Book 8142, Page 2567, of the Public Records of Orange County, Florida, hereby certify that the following amendments to the declaration of covenants were proposed and approved by majority vote of the board of directors at a board meeting held on Thursday, September 14, 2023 @ 6:00 p.m., and approved by a vote of ninety percent (90%) of a quorum of Owners present or by proxy at a membership meeting held on Thursday, September 14, 2023 @ 6:00 p.m.. The undersigned further certifies that the amendments were proposed and approved in accordance with the declarations and applicable law as follows:

FIRST: Amendment adopted:

Article IV, Sections 1 and 2, of the Declaration of Covenants and Restrictions for Legacy at Lake Jessamine Homeowners Association, Inc., are hereby amended as follows (additions are indicated by underlining; deletions are indicated by strike outs, omitted and unaltered provisions are indicated by ellipses):

**ARTICLE IV**  
**COVENANT FOR MAINTENANCE**

**Section 1. Association Maintenance Responsibility.** The Association shall at all times maintain: (i) the Common Areas, including all retention areas, other than the Tract A area between the street and the front or side of each Owner's Lot or Home, (ii) the grassed and landscaped area of the Public Areas within the community or contiguous thereto, (iii) any entrance features constructed on the Common Areas or in Public Areas or on easements granted to the Association that run through the Community, (iv) any landscape easements or buffer areas contiguous to public rights-of-way which are indicated on any plats of the Community for maintenance by the Association (the maintenance of all grassed and landscaped area includes mowing and edging the grass, trimming the hedges and trees, and fertilization), (v) any Community message board located on the Common Areas ~~(Developer, for so long as it owns a Lot of Home may use said message board for advertising the Lots or Homes it has for sale),~~ (vi)

all roadways located in the Community not otherwise dedicated as public roads, (vii) the water lines and sewer effluent lines located on the Common Areas and within easements, (viii) any easements granted to the Association, (ix) the boundary wall, fencing, buffer areas and landscaping around the perimeter of the Community, (x) landscaping, sod, and sprinkler systems in, under, through, and upon the right-of-way along Holden Avenue and Jessamine Lane between the Community and those respective streets; and (xi) the maintenance obligations of Section 3 of the Randall Declaration. The Association shall also have the right to do anything necessary or desirable in the judgment of the Board to keep the Community neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners. Assessments shall also be used for the maintenance and repair of the Master Surface Water Management System including but not limited to work within retention areas, drainage structures and drainage easements.

**Section 2. Owner's Responsibility.** Each Owner shall keep and maintain the building improvements, driveway, sidewalks, mailbox and landscaping located on that Owner's Lot in good and presentable condition and repair consistent with the approved plans therefor, and shall otherwise keep such Lot and any Home located thereon in neat and attractive condition. Each Owner shall, at the Owner's expense, mow, weed, irrigate, clean and maintain the Tract A area between the street and the front and/or side of each Owner's Lot or Home. Each Owner shall, at ~~his~~ the Owner's expense, mow and otherwise keep and maintain those portions of the Surface Water Management System located on that Owner's Lot (whether or not included in a platted drainage easement) free of debris and other obstructions on a routine basis.

No Owner shall remove native vegetation from the conservation area or which becomes established within any Owner's Lot except in accordance with all applicable governmental regulations. For the purposes hereof, removal includes dredging, application of herbicide, and cutting.

The Association shall have the right but not the obligation to provide exterior repair and maintenance on any Lot or Home in the event of default by any Owner in the duties hereby imposed. Prior to performing repair or maintenance on any Lot or Home, the Board shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Community. Except in emergency situations, prior to commencement of any work, the Board must furnish written notice to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs. Upon the Owner's failure to commence timely and to diligently pursue the repairs or maintenance, the Association and its employees shall have the right to do such things as, but not limited to, paint, repair, replace and care for pools, pool enclosures, driveways, sidewalks, mailboxes, roofs, gutters, down spouts and exterior building surfaces, clean or resurface paved access ways and

parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Community. Developer, the Association, and their respective agents and employees, shall have no liability to the Owner or any occupant or guest for trespass, or damage or injury to property or person as the result of actions taken hereunder unless caused by gross negligence or intentional wrongdoing.

SECOND: Amendment adopted:

Article XIII, Sections 40 through 42, of the Declaration of Covenants and Restrictions for Legacy at Lake Jessamine Homeowners Association, Inc., are hereby added as follows (additions are indicated by underlining; deletions are indicated by ~~strike-outs~~, omitted and unaltered provisions are indicated by ellipses):

### **ARTICLE XIII** **RESTRICTIONS**

#### **Section 40. Trees and Landscaping.**

The maintenance, irrigation and care of all trees, landscaping, bushes, grass and vegetation on an Owner's Lot and in Tract A in front of or on the side of an Owner's Lot is the responsibility of that Owner. Trees, bushes and landscaping shall be kept neat and orderly.

Palm trees shall be trimmed once a year in the Spring to remove any hanging, dead, wilted, diseased or unhealthy fronds.

All other trees shall be trimmed to the following heights, as needed: 7 feet high for any tree hanging over a sidewalk and 12 feet high for any tree hanging over a road. Trees shall also be trimmed to the preceding heights one foot on either side of a road or sidewalk.

#### **Section 41. Sidewalks and Driveway Aprons.**

The cleaning and general upkeep of all sidewalks and driveway aprons on an Owner's Lot and in the Tract A area in front of or on the side of an Owner's Lot shall be the responsibility of that Owner. Owners shall pressure wash sidewalks and driveway aprons as necessary to remove mold and mildew. Owners shall weed between the pavers to remove any weeds or grass from the sidewalk and driveway apron.

The Association shall be responsible for the replacement of any damaged sidewalk or driveway apron pavers caused by normal use of the sidewalk and driveway apron within Tract A.

Owners shall promptly report any loose pavers, lifted pavers or damaged pavers to the Association for repair. Owners shall be responsible for the replacement of any damaged sidewalks or pavers on the Owner's Lot that are outside of Tract A.

**Section 42. Mailboxes.**

All mailboxes shall be of the same type and color as that which was originally installed by the Developer, or which is thereafter approved by the Association and/or designated Committee. The repair, replacement and maintenance of mailboxes is, unless determined otherwise by the Association, the independent responsibility of each Owner of each Lot.

THIRD: Amendment adopted:

Article V, Section 4, of the Declaration of Covenants and Restrictions for Legacy at Lake Jessamine Homeowners Association, Inc., are hereby added as follows (additions are indicated by underlining; deletions are indicated by ~~strike-outs~~, omitted and unaltered provisions are indicated by ellipses):

**ARTICLE V**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 4. Working Capital Contribution and Transfer Fee.** In addition to assessments for Common Expenses, each Owner, at the time of acquiring title to a Lot, shall pay to the Association a contribution to a working capital fund of the Association in the amount of Five Hundred and No/100 Dollars (\$500.00); a contribution to a street capital fund of the Association in the amount of One Thousand Five Hundred and No/100 Dollars (\$1,500.00); and a transfer fee in the amount of One Hundred Fifty and No/100 Dollars (\$150.00) which shall be in addition to the Owner's responsibility for assessments for Common Expenses. The working capital fund shall be used by the Association for any expenses or otherwise as the Association shall determine from time to time and need not be restricted or accumulated. The street capital fund shall be used by the Association for any street or Tract A related expense as the Association shall determine from time to time and need not be restricted or accumulated. The transfer fee shall be used by the Association for any fees and costs associated with transferring the ownership of a Lot in the Association's records from one owner to a new owner.

IN WITNESS WHEREOF, Legacy at Lake Jessamine Homeowner's Association, Inc., has caused this Amendment to the Declaration of Covenants and Restrictions for Legacy at Lake Jessamine Homeowner's Association, Inc., to be executed in its name on 9-14-23.

Signed, sealed and delivered in the presence of:

Legacy at Lake Jessamine Homeowner's Association, Inc.

[Signature]  
Print Name: STEPHEN FACCA

By: [Signature]  
Dale Gillham, President  
6925 Lake Ellenor Drive,  
Suite 115  
Orlando, FL 32809

[Signature]  
Print Name: Alexander M...z

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of September 2023, by Dale Gillham, as President of Legacy at Lake Jessamine Homeowner's Association, Inc., on behalf of said company. He is known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

[Signature]  
Notary Public  
Printed Name: Stephen R. Klosterman  
My Commission Expires: 12-14-24

