

RETURN TO:

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**Lake Jessamine Estates Phase I HOA
Covenants, Conditions & Restrictions
General Restrictions**

SECTION 1. GENERAL RESTRICTIVE COVENANTS. The general restrictive covenants contained herein shall apply uniformly to all Lots in the Property.

SECTION 2. RESIDENTIAL USE AND BUILDING RESTRICTIONS. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot or Dwelling Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than the Dwelling Units designated for residential use and private garages. The foregoing shall not prohibit the Declarant from using Dwelling Units as models or offices. The minimum house size for all Lots except lakefront Lots shall be no less than 1,250 square feet of enclosed air conditioned space, and that houses on Lakefront Lots will contain no less than 1,500 square feet of enclosed air conditioned space. Additionally, all lakefront Lots must meet the following restrictions:

- (a) Lakefront Lots shall be a minimum of 7,500 square feet above the normal high water elevations of the lake.
- (b) Building setback of 50 feet from normal high water elevation of the lake.
- (c) Lakefront clearing of vegetation limited to either 20 percent or 30 feet of shoreline, whichever is less.

SECTION 3. TEMPORARY STRUCTURES AND USE. No structure of a temporary character, including but not limited to, trailer, house trailer, mobile home, camper, tent, shed, boat, recreational vehicle, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, storage room, either permanently or temporarily unless approved by the ARC. The prohibition shall not apply to shelters used by the Declarant or his assigns during the construction of any Dwelling Unit. No canvas, pipe or other type of carport shall be placed between the front Lot line and the front building line on any Lot. Except during the delivery to home, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time.

GAMES, PLAY AND PET STRUCTURES. All play structures (including basketball backboards) shall be located at the rear of the Dwelling, or on the inside portion of corner Lots within the setback lines. No platforms, doghouses, playhouses or structures of a similar kind or nature (except basketball backboards) shall be constructed on any part of a Lot located in front of the rear line of the residence constructed on the Lot, nor shall any such structure exceed the height approved by the ARC. Such structures and basketball backboards must have prior written approval of the ARC. No basketball backboards may be installed adjacent to, or within ten (10) feet of, the street or any cul-de-sac.

SECTION 4. SIGNS. No commercial signs, or other signs, shall be erected or maintained on any Lot or Dwelling Unit except with written permission of the ARC or except as may be required by legal proceedings, it being understood that the ARC will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. However, the ARC shall have the right to restrict size, color and

content of such sign. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the ARC. These restrictions shall not apply to restrict the Declarant or its agents from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit.

SECTION 5. RESTRICTIONS ON ACTIVITY. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. There shall not be maintained any plants, animals, devices, or things of a noxious, dangerous unsightly or of a nature as may diminish in or destroy the enjoyment of other property in the neighborhood by the Owners thereof. Any activity on a Lot which interferes with television, cable or radio reception on any Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association and the written decision of the board shall be disposition of such dispute or questions. No unregistered, nor unlicensed, expired license or inoperable vehicles of any kind shall be permitted to remain on any Lot unless parked inside the garage of a Dwelling Unit or common area.

SECTION 6. ANTENNAS. No outside aerial antennas or similar device shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building on such Lot. Satellite dish antennas must be approved by the ARC, prior to installation. No small dishes on posts located on Lots nor large dishes or ham radio antennas.

SECTION 7. PETS AND ANIMALS. No livestock, poultry, reptiles or animals of any kind or size shall be raised, bred or kept in any Lot or in any Dwelling Unit; provided, however, that dogs, cats and other common domesticated household pets may be raised and kept, provided such pets are not kept bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of Owner's Lot except on a leash. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of such pet. The keeping of pets by an Owner shall be subject to all governmental animal ordinances and any rules or regulations promulgated by the Association or the Board of Directors in regard thereto. No pet or animal shall be permitted to remain if it disturbs the tranquility of the Property or the Owners thereof. All pet Owners are required to pick up after their pets.

SECTION 8 VISIBILITY IN CORNER LOTS. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

SECTION 9. AWNINGS AND SHUTTERS. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building unless such awnings, canopies or shutters have been approved by the ARC, which approval shall be based on the aesthetic appearance of the property.

SECTION 10. ADDITIONS TO UNITS; FENCES. No Unit shall be enlarged by any addition or remodeling there to, including garages, porches, Florida rooms or detached utility buildings without the prior written consent thereto from the ARC. The composition, location, color and height of any fence or wall to be constructed on any Lot is subject to the approval of the ARC. The ARC will require that the composition of any fence or wall be consistent with the material used in the surrounding buildings and other fences, if any. In no event and for no purpose shall

chain link fencing be installed on any Lot. Certain Lots adjacent to the roadways will be subject to a Buffer Easement. No Lot Owner whose Lot is subject to such Buffer Easement shall install a fence which encroaches on the Buffer Easement. No boundary wall, fence or hedge shall be constructed or grown with a height of more than six (6) feet above the ground level of adjoining property. No wall of any height shall be placed or constructed on any Lot until after the height, type, design and location thereof shall have been approved in writing by the Architectural Review Committee. The heights or elevations of any wall shall be measured from the existing property elevations. Any questions as to such heights shall be conclusively determined by the ARC. No boundary wall, fence or hedge or part thereof may be placed any closer to a street than a Dwelling could be placed on the same Lot, except as may be required by FHA/VA or other governmental regulation. Notwithstanding anything contained herein to the contrary, on Lots which abut or are adjacent to the boundary wall constructed in the Boundary Wall Area, as described in Article II, Section I hereof, no other wall or fence structure shall be built parallel to said boundary wall regardless of the distance between the boundary wall and fence. Moreover, on said Lots the last eight (8) foot section of a wall or fence structure which is constructed by the Owner perpendicular to or in any way adjacent to or leading to the boundary wall shall be tapered down in such a manner so that the top of said wall or fence is no higher than the top of the screening wall as measured at the point of contact between said wall or fence and the screen wall. No chain link fencing shall be permitted on any Lot at any time. Contact your board for approval prior to installing any fencing on your property.

SECTION 11. PARKING OF VEHICLES. Each Owner has the right to the exclusive use of the parking space which is located within that Owner's property lines. Any common parking spaces shall be subject to the rules and regulations of the Board of Directors. Lot Owners are prohibited from making major repairs on vehicles on any Lot or adjacent streets. No vehicles may be parked on any grassed area of the Lots. No vehicles which extend beyond the length of the Owner's parking spaces may be parked in such spaces. Parking in the Common Areas shall be regulated by the rules of the Association.

COMMERCIAL TRUCKS, TRAILERS AND BOATS. Permission must be obtained in writing from the ARC for the parking of any commercial or recreational vehicles, trailers, boats or campers on any Lot. In order to maintain the standards of the Properties with respect to residential appearance, no vehicles in an inoperable condition of any kind shall be permitted to be parked or to be stored on blocks or maintained outside of an enclosed garage. No oversized trucks or vehicles which are primarily used for commercial purposes, other than those present on business, or any trailers, campers or boats may be parked in the subdivision unless inside a garage. Trailers, campers and Boats may be maintained up to one week (7 Days) but no more than 10 days in a month on the Lot when being loaded or unloaded.

SECTION 12. GARBAGE AND TRASH CONTAINERS. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and completely screened from view, except during pickup days or the night before pickup

SECTION 13. MAINTENANCE REQUIRED AND FAILURE TO MAINTAIN. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. Lawns shall be neatly mowed and edged regularly. Cut grass, weeds, leaves, dirt and other debris collecting in the street gutters are the responsibility of the Lot owner to clean up. Large areas of dead or dying grass on any Lot shall promptly be attended to. In no case shall dead grass areas be permitted to remain longer than 1 month without being replaced or regrown. No artificial grass, plants or other artificial vegetation or sculptural landscape décor shall be placed upon the exterior portion of any Lot unless approved by the ARC.

The Owner shall maintain the exterior of all buildings and improvements on his Lot in good and workmanlike manner, and shall present a neat and clean appearance upon the Lot. Failure to do so can result in fines and Attorney fees

SECTION 14. CLOTHES DRYING AREA. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless removed from the view of neighboring Owners and from the street by means of fencing or dense landscaping. Any screening must be approved by the ARC.

SECTION 15. ENERGY CONSERVATION. Solar energy and other energy conservation devices are not prohibited nor discouraged, but the design and appearance of such devices will be closely scrutinized to assure consistency with neighborhood aesthetics and must receive ARC written approval prior to installation. **WINDOW COVERINGS.** No reflecting window coverings or treatments shall be permitted on any building in the Property. The ARC, at its discretion, may control or prohibit window coverings and treatment not reasonably compatible with aesthetic standards in the area of the Property where located.

SECTION 16. UTILITY CONNECTIONS. Permanent building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be constructed underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. All exterior lighting plans for Lots, including any modifications or changes to existing plans shall be approved by the ARC.

SECTION 17. AIR CONDITIONING EQUIPMENT. Central air conditioning units only shall be permitted within the property, and window or wall air conditioning units shall be prohibited.

SECTION 18. GARAGE DOORS. Each home shall have an attached garage of sufficient size to permit the storage therein of two (2) standard-sized automobiles. No garage shall be enclosed permanently or converted to another use without the substitution of another attached enclosed garage of the same kind of or matching material as and conform architecturally to the construction of the Dwelling Unit with out prior written approval from ARC. All doors shall be kept closed except when in use.

SECTION 19. LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of the Properties or any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

SECTION 20. REVIEW BY ARCHITECTURAL REVIEW COMMITTEE. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot unless it is in compliance with the zoning code of the City of Edgewood and Orange County, Florida, and other applicable regulations and unless and until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Lake Jessamine Estates Architectural Review Committee herein after know as ARC. **Exterior Paint.** All exterior paint colors shall be subject to prior approval of the ARC.

SECTION 21. SWIMMING POOLS AND SCREENING. Plans and specifications for any swimming pool, including screening, to be constructed on any Lot shall be subject to the prior approval of the ARC prior to installation.

SECTION 22. STORAGE OF MATERIALS. Except for the Declarant and/or the Builders, no Owner may store construction materials on a Lot for a period exceeding thirty (30) days without commencing construction, and if construction does not commence within said thirty (30) day period the Association may remove such stored materials. Costs incurred in such removal by the Association will become a lien on said Lot accruing interest at the highest rate permitted by law. Construction, once commenced, shall be diligently pursued to completion. No building, material or refuse shall be placed or stored on any Lot within twenty (20) feet of any park or edge of any open water or drainage course except that clean fill may be placed **nearer** provided that the water or drainage course is not altered or blocked by such fill.

SECTION 23. DESTRUCTION BY FIRE OR OTHER CASUALTY. No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such condition for more than six (6) months from the time of destruction. If reconstruction or repair of any such Dwelling Unit is not commenced within said six (6) month period, the Owner thereof shall raze or remove the **same** promptly from the Owner's Lot.

SECTION 24. WAIVER OF VIOLATIONS OF COVENANTS AND RESTRICTIONS. When a building or other structure has been erected, its construction commenced and the building is located on any Lot in a manner so as to constitute a violation or violations of this Declaration, the Association shall have the right, but not the obligation at any time to release the Lot, or portions of it, from any part of the covenants and restrictions as may be violated, so long as the violation or violations do not conflict with applicable governmental ordinances or regulations.

SECTION 25. ADDITIONAL USE RESTRICTIONS. The Association or Board of Directors may, from time to time, adopt rules and regulations relating to any one or all of the restrictive covenants contained in this Declaration. No Owner, its successors or assigns, tenants, lessees, renters, guests or invitees shall violate the rules and regulations adopted from time to time by the Association or the Board of Directors, whether relating to the use of the Lots, the use of the Common Area, or otherwise. The Board of Directors of the Association may adopt such additional use restrictions, rules or regulations, applicable to all or any portion of the Property and to waive or modify application of the foregoing use restrictions with respect to any Lot(s) the Board, in its sole discretion, deems appropriate.

STATE OF FLORIDA
COUNTY OF ORANGE

I Stephen Klosterman hereby affirm that I personally know
The signors below and witnessed them sign on this the 18th
day of October 2023

Valerie Lowe Valerie
Lowe

Stephen R. Klosterman
Oct 18, 2023

Tammy Gopaul
Tammy
Gopaul

