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Prepared by and return to:
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Orlando, FL 32801
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**AMENDMENT TO THE DECLARATION OF COVENANTS,
AND RESTRICTIONS FOR
LEGACY OF LEEsburg**

WHEREAS, Rodgers Brothers Land Company, a Florida Corporation, whose mailing address is P.O. Box 558, Venice, Florida 34284 (hereinafter referred to as "Rodgers") is the Declarant pursuant to that certain Declaration of Covenants and Restrictions for Legacy of Leesburg caused to be recorded by Declarant at Official Records Book 1787, Page 1494, Public Records of Lake County, Florida (hereinafter referred to as "Declaration"); and

WHEREAS, Rodgers, pursuant to that certain Assignment of Declarant's Rights Under Declaration recorded in Official Records Book 1942, Page 1283, Public Records of Lake County, Florida, assigned to Pringle Development, Inc., a Florida Corporation, whose address is 2801 South Bay Street, Eustis, Florida 32726, all of the rights of Rodgers as Declarant under the Declaration (with Pringle Development, Inc., hereinafter being referred to as the "Declarant"); and

WHEREAS, Section 10.1 of the Declaration states that the Declaration may be amended from time to time by the Declarant without the consent of the Association or any Owner so long as Declarant owns any portion of the property that is subject to the Declaration; and

WHEREAS, Declarant owns a portion of the property that is subject to the Declaration, and Declarant desires to amend the Declaration in accordance with the terms of this Amendment.

NOW, THEREFORE, the Declarant hereby amends the Declaration and declares that the Property as defined in the Declaration shall be held, sold, occupied and conveyed subject to the Declaration as amended hereby:

Article 3.6 of the Declaration is hereby amended to read as follows:

3.6. Additions, Alterations or Improvements. The Association shall have the right to make additions, alterations or improvements to the Common Areas, and to purchase any personal property as it deems necessary or desirable from time to time, provided however that the approval of the Owners shall be required for any addition (other than the Resident Activities Center), alteration of improvement, or any purchase of real or personal property exceeding a sum of fifty thousand dollars (\$50,000.00). ~~equal to one (1) month's Assessments for Common Expenses payable by all of the Members, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' Assessments for Common Expenses payable by all of the Members.~~ The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of

existing Common Areas, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the Common Areas, or the purchase of any other real property or personal property, shall be a Common Expense. In addition, so long as Declarant owns any portion of the Subject Property, Declarant shall have the right to make any additions, alterations or improvements to the Common Areas as may be desired by Declarant in its sole discretion from time to time.

Article 5.5 of the Declaration is hereby amended to read as follows:

5.5. Leases. All leases of a Unit must be in writing and specifically be subject to this Declaration, the Articles and the Bylaws, for a minimum of thirty (30) consecutive days duration, and copies of any leases shall be delivered to the Approving Party for approval. The leasing procedures are as follows:

(A) Notice by the Owner. An Owner intending to lease his Lot or Unit shall give to the Board of Directors or its designee written notice of such intention at least ten (10) business days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as precondition to approval.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have ten (10) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the board shall issue a written letter of approval to the lessee.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) the Owner is delinquent in the payment of Assessments at the time the application is considered;

(2) the Owner has a history of leasing his Lot or Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Lot or Unit;

(3) the real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;

(4) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions;

(5) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;

(7) the prospective lessee evidences a strong probability of financial irresponsibility;

(8) the lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules;

(9) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid; or

(10) the Owner fails to give proper notice of his intention to lease his Lot or Unit to the Board of Directors;

(11) the prospective lessee's occupancy will violate the age restriction of this Declaration.

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to seek legal or equitable remedies which may be available to enforce these long term leasing restrictions. The Association may fine any Owner for violations of these provisions as provided elsewhere in this Declaration.

(E) Notwithstanding anything contained within this Article, no leasing provision in this Declaration shall be applicable to Lot's or Units owned and being leased by the Declarant so long as Declarant owns any portion of the property that is subject to the Declaration.

Article 5.9 of the Declaration is hereby amended to read as follows:

5.9. Vehicles and Boats. Only automobiles, vans, and pickup trucks with a carrying capacity of one (1) ton or less, and other vehicles manufactured and used as private passenger vehicles, may be parked within the Subject Property overnight without the prior written consent of the Approving Party, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the Approving Party, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a Unit overnight. No overnight parking is permitted on any streets, lawns or areas other than driveways and garages, without the consent of the Approving Party. The foregoing notwithstanding, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the Subject Property. ~~Motorcycles, motorbikes, mopeds, all terrain vehicles and the like are not permitted to be operated within the Subject Property, except to enter or exit the Subject Property, or parked overnight outside of an enclosed garage, except with the prior written consent of the Approving Party, which may be withdrawn at any time.~~ Any permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Subject Property. Subject to governmental regulations, golf carts may be operated on roadways within the Subject Property and must be stored within an enclosed

garage. Any such vehicle or device parked in violation of these or other restrictions contained herein or in the Rules and Regulations hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle or device if such vehicle or device remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or device. The Association shall not be liable to the Owner of such vehicle or device for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing, and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

Article 5.10 of the Declaration is hereby amended to read as follows:

5.10. Pets. No animals, livestock or poultry of any kind shall be permitted within the Subject Property except for common household domestic pets. ~~No pit-bull terriers are permitted without the consent of the Approving Party.~~ Notwithstanding this allowance, the following specific breeds are prohibited unless prior consent is obtained from the Approving Party: Pit Bull, Doberman Pincher, Akita, Rottweiler, Husky, Bull Mastiff and Chow. Any pet must be carried or kept on a leash while outside of a Unit or fenced-in area. No pet shall be kept outside of a Unit, or in any screened porch or patio, unless someone is present in the Unit. No pet shall be permitted to go or stray on any other Lot without the permission of the Owner of the Lot. No pet may be an unreasonable nuisance or annoyance to other residents of the Subject Property. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the Subject Property, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the Subject Property. The Approving Party may require any pet to be immediately and permanently removed from the Subject Property due to a violation of this paragraph. In addition, if a specific dog is identified by Animal Control as a "dangerous dog" as defined by Florida Statutes, the Approving Party may require its immediate removal. If a specific dog has been previously identified by Animal Control as a "dangerous dog" as defined by Florida Statutes, the Approving Party may prevent the dog from being permitted on the Subject Property.

Article 5.11 of the Declaration is hereby amended to read as follows:

5.11. Landscaping. The initial landscaping of any Lot, and any material modifications, additions or substitutions thereof, must be approved by the Approving Party. The Owner of each Lot containing a Unit shall be required to maintain the landscaping on his Lot, and on any contiguous property between his Lot and the pavement edge of any abutting road or the waterline of any abutting lake or canal, all in accordance with the landscaping plans approved by the Approving Party, and in accordance with the provisions of this Declaration and the requirements of any controlling governmental authority. All such landscaping shall be maintained by the Owner in first class condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing and weeding, insect and disease control shall be performed by the Owner except where these functions are performed by the Association and included in the Owner's Assessments. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the Approving Party. All dead or diseased sod, plants, shrubs, trees or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. If an Owner fails to maintain the landscaping on his Lot or Unit, after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, the Association shall have the right in addition to all other rights and remedies granted under this

Declaration, to enter upon such Lot or Unit to correct and landscape, including but not limited to mowing, edging, watering, trimming, fertilizing and weeding, insect and disease control, and resodding, any part of such Lot or Unit. The cost of such repairs or maintenance shall be a Lot Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore.

Article 5.12 of the Declaration is hereby amended to read as follows:

5.12. Maintenance. Each Owner shall maintain his Unit and all improvements and personal property upon his Lot in first class condition at all times. The exterior of all Units, including, but not limited to, roofs, walls, doors, windows, patio areas, pools, screenings and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other Units, and no excessive rust deposits on the exterior of any unit, peeling of paint or discoloration of same shall be permitted. No Owner shall change the exterior color of his Unit without the consent of the Approving Party. All sidewalks, driveways and parking areas within the Owner's Lot or serving the Owner's Unit shall be cleaned and kept free of debris, and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary. Each Owner shall be responsible for and shall maintain in first class condition and repair all irrigation systems contained within, on, in, or over such Owner's Lot, Unit or Property, including, but not limited to, irrigation lines, piping, valves, heads, and controls. If reclaimed water is furnished to the Owner's Lot, the irrigation timer, time and duration of watering will be subject to regulation so as to coordinate a community watering schedule. If an Owner fails to maintain his Lot or Unit, after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, the Association shall have the right in addition to all other rights and remedies granted under this Declaration, to enter upon such Lot to correct, repair, restore, paint, and maintain any part of such Lot or Unit. The Association shall further have right to enter onto any Lot to remove debris and structures, and perform other remedial measures as deemed appropriate by the Board of Directors. The cost of such repairs or maintenance shall be a Lot Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore.

Article 5.16 of the Declaration is hereby amended to read as follows:

5.16. Outside Antennas and Flag Poles. No antennas, aerials TVRO's (television receiver only) antennas, downlinks, dish antennas in excess of one meter in diameter or other devices for the transmission or reception of radio, television or satellite developed signals, or any form of electromagnetic radiation or communication shall be erected, constructed, installed, used or maintained outside of any building or structure on Property whether or not the same is attached to or detached from a building or a structure. Any dish antenna, not in excess of one meter in diameter, shall not be located in the front yard or visible from the street, and shall be screened from view by the neighbors. A flagpole for display of the American flag or any other flag shall be permitted. All flag and flagpoles shall be submitted to the Approving Party and require the advance, written approval of the Approving Party. The flagpole shall be no more than 20 feet high and shall not obstruct sightlines at intersections. A flagpole may not be erected within or upon an easement area. This Section 5.16 shall in all instances be interpreted and enforced in accordance with any applicable federal or state legislation or regulation including, but not limited to, the Federal Over-The-Air Reception Devices Rule. ~~Outside signal-receiving antennas, dishes or devices are permitted with the consent of the Approving Party as to permissible sizes~~

~~and locations. The foregoing shall not prohibit any antenna or signal receiving dish owned by the Approving Party which services the entire Subject Property.~~

A new Article 5.35 is hereby adopted as follows:

5.35. Games, Play and Pet Structures. All play structures (except basketball backboards) shall be located at the rear of the dwelling and may not be placed, installed, or maintained outside of the confines of the backyard, defined as a line running from the outer edge of the residence straight back to the rear of the lot, and must be screened from view with landscaping or other screening materials approved in advance, in writing by the Approving Party. No platform, doghouse, playhouse or structure 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 or outside of the backyard as defined above, meaning a line drawn from the edge of the residence to the rear of the lot, nor shall any such structure exceed the height approved by the Approving Party. Such structure must have prior approval of the Approving Party. Fixed basketball backboards are strictly prohibited. Portable basketball goals are permitted provided that they may only be utilized on an owner's lot and must be completely concealed from view when not in use. Portable basketball goals are prohibited from being stored on an owner's lot overnight.

A new Article 6.5 is hereby adopted as follows:

6.5. Individual Assessment. In addition to any other Assessments for which provisions are made in this Declaration, the Association shall be and is hereby authorized to establish, make, levy, impose, enforce and collect against and from an Owner an "Individual Assessment" for:

A. Costs and expenses incurred by the Association in bringing the particular Owner or his Lot or Unit into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate a violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner, within ten (10) days following written notice of the Association of the nature of the violation of or noncompliance with this Declaration, to cure or remedy such violation or noncompliance;

B. Costs or expenses incurred by the Association to repair or correct any damages to a Lot or Unit or Common Property, including landscaping, where such damages were caused by the act or negligence of the Owner, the Owner's family members, or any guests, invitees, or tenants of the Owner;

C. Costs or expenses incurred by the Association in providing exterior maintenance or repairs which are the responsibility of an Owner of a Lot or Unit, where the Owner has failed, after notice, to perform the necessary maintenance; and/or

D. Costs or expenses, including reasonable attorneys' fees, whether or not suit be brought, and at Trial and on Appeal, incurred by the Association in the enforcement of the provisions of this Declaration against the particular Lot or Owner thereof.

Any such Individual Assessment shall be due and payable in full within thirty (30) days after written notice from the Association setting forth the amount of such individual Assessment.

Article 7.1.9 of the Declaration is hereby amended to read as follows:

7.1.9. Application of Payments. Any payments made to the Association by any Owner shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment, or as otherwise required by Florida Statutes. ~~first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien, next toward reasonable Attorneys' Fees incurred by the Association incidental to the collection of assessments and other moneys owed to the Association by the Owner and/or for the enforcement of its lien; next towards interest any Assessments or other moneys due to the Association, provided herein, and next towards any unpaid Assessments owed the Association, in the inverse order that such Assessments were due.~~

Article 8 of the Declaration is hereby amended to read as follows:

8. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run the land and continue and remain in full force and effect at all times as against all Owners, their successors, heirs or assigns, regardless of how the Owners acquire title, for a period of thirty (30) fifty (50) years from the date of this Declaration, unless within such time, one hundred percent (100%) of the Owners execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). After such thirty (30) fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the Association execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the public records of the county in which the Subject Property is located, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the Declarant as long as the Declarant owns any Lot or holds any mortgage encumbering any Lot.

A new Article 12.11 is hereby adopted as follows:

12.11. Attorneys' Fees. In the event the Association employees legal counsel to obtain compliance with any term set forth in this Declaration or the Rules and Regulations, or Planning Criteria adopted by the Association, the Association shall be entitled to recover any and all attorneys' fees and costs incurred in connection with such efforts, regardless of whether suit be brought, and regardless of whether said attorneys' fees and costs have been incurred in connection with pre-suit efforts to obtain compliance, any proceeding, instituted or brought to enforce any of the provisions set forth in this Declaration, Rules and Regulations, and Design Criteria, and regardless of whether such attorneys' fees and costs are incurred in connection with a statutorily mandated pre-suit alternative dispute resolution process including, but not limited to, pre-suit mediation mandated by Chapter 720 as may be amended from time to time. The Association shall be entitled to impose an Individual Assessment against any owner in connection with attorneys' fees and costs incurred as set forth herein which shall be collectible in the same manner as any assessment as set forth in this Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant has set its hand and seal as of this 31st day of December, 2008.

PRINGLE DEVELOPMENT, INC.
a Florida Corporation

By: [Signature]
Steven R. Nordstrom
2801 South Bay Street
Eustis, Florida 32726

WITNESSES

[Signature]
Witness Signature

Print Name: Martha Ledford

[Signature]
Witness Signature

Print Name: Lee Mapp

STATE OF FLORIDA
COUNTY OF Lake

THE FOREGOING instrument was acknowledged before me this 31st day of December 2008 2008, by Steven R. Nordstrom, as President of the Pringle Development, Inc., who:

- is personally known to me
- produced a Florida Driver=s License as identification
- produced _____ as identification;
- and did not take an oath.

Notary Signature: [Signature]

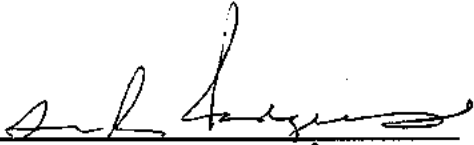
Stamp or Seal



PAMELA J. KLIM-BJURMARK
MY COMMISSION # DD 790373
EXPIRES: April 24, 2012
Bonded Thru Budget Notary Services

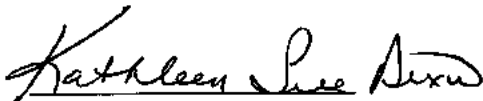
**JOINDER AND CONSENT TO THE AMENDMENT
TO THE DECLARATION OF COVENANTS,
AND RESTRICTIONS FOR
LEGACY OF LEEsburg**

I Sam R. Rodgers, as President of Rodgers Brothers Land Company, a Florida Corporation, whose mailing address is P.O. Box 558, Venice, Florida 34284, as the original Declarant pursuant to that certain Declaration of Covenants and Restrictions for Legacy of Leesburg caused to be recorded by Declarant at Official Records Book 1787, Page 1494, Public Records of Lake County, Florida (hereinafter referred to as "Declaration") prior to that certain Assignment of Declarant's Rights Under Declaration recorded in Official Records Book 1942, Page 1283, Public Records of Lake County, Florida, assigned to Pringle Development, Inc., do hereby consent and join in the adoption of the Amendment to the Declaration and state that this signature page shall be incorporated into said document.


(signature)
Print Name: Sam R. Rodgers
Title: President
Address: P.O. Box 558
Venice, Florida 34284

STATE OF FLORIDA
COUNTY OF Sarasota

THE FOREGOING instrument was acknowledged before me this 31st day of December, 2008 by Sam R. Rodgers who is personally known to me or produced _____ as identification.



Notary Signature
Notary Stamp

