

1. Section 6.3 of the Declaration is hereby amended by deleting the section in its entirety and by substituting the following language as the new section 6.3:

“6.3 Uniform Rate of Assessment.

6.3.1 With respect to each of the lots in the development on which there are completed residential dwellings, as that term is defined below, all regular and special assessments for common expenses which are imposed by the Association shall be imposed at a uniform rate. All regular and special assessments which are imposed on each vacant lot shall be at a uniform rate which shall be computed as 10% of the rate for a lot with a completed dwelling. The 10% assessment shall be charged with respect to each vacant lot from the date on which title to the lot is transferred to the Owner until the residential dwelling is completed on said lot. The assessments shall be made for an annual period comprising the calendar year; provided, however, that assessments for a lot on which a dwelling is completed during the calendar year shall change from the 10% rate to the full assessment rate for a completed dwelling starting with the month immediately following completion of the dwelling. If assessments have been made so that they are due and payable in full at the start of the year, the difference between the 10% assessment and the full assessment, pro-rated for the remaining months of the year, shall be due and payable on the first day of the month following completion of the dwelling. If the Directors have adopted a policy of allowing the annual assessment to be paid in monthly installments, then the higher monthly payment that shall be required because of the completed dwelling will commence the first month following the month in which the dwelling is completed. As used in this Declaration, the terms “completed residential dwelling” and “completed dwelling” shall mean a dwelling for which a certificate of occupancy has been issued and for which the final home closing between Declarant and Owner has occurred. The “final home closing” is the closing at which the Owner is obligated to make final payment to the builder for the construction of the home, the Owner and the Declarant execute a home closing statement, and the Owner receives the keys to the completed residential dwelling and the right to take occupancy thereof.

6.3.2 The provisions of this section providing for a lower rate of assessment for lots on which a dwelling has not been completed shall not be changed unless a two thirds (2/3) majority of the owners of such vacant lots have agreed in writing to the change.

6.3.3 If an owner owns more than one lot, then that owner shall pay a greater assessment computed to the nearest half lot. Thus, an owner of one and one-half lots would pay 1.5 times the assessment paid by an owner with only one lot; an owner of two lots would pay double the amount, etc. If the lots and/or partial lots owned are contiguous and if a completed dwelling is situated so as to effectively occupy the entire parcel, then the higher assessment will apply to the entire ownership interest as soon as a dwelling is completed thereon.

6.3.4 The 10% assessment described in section 6.3.1 of this Declaration shall be charged to help defray the expenses to the Association of maintaining the common areas, including the entrance to the community, in Legacy of Leesburg. An Owner who is

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paying the 10% assessment shall not have access to or use of the clubhouse and other recreational facilities in Legacy of Leesburg until the Owner is required, or voluntarily agrees, to pay the full uniform assessment that shall be due under this Declaration as soon as a residential dwelling has been completed on the Owner's lot. If the Owner of a lot improved with a completed residential dwelling leases the home to a tenant, only one party, between the landlord and the tenant, shall be entitled to full use and enjoyment of the clubhouse and other recreational facilities in the community, and the Owner (landlord) shall notify the Association in writing as to the party who may use and enjoy the amenities described in this section."

2. Section 6.4 of the Declaration is hereby amended by adding the following sentence to the end of the existing section 6.4:

"For purposes of the provisions in this section 6.4 by which the Declarant shall not be liable for assessments for common expenses for any lots owned by Declarant, the term "Declarant" shall include the original Declarant and the assignee of the rights of Declarant under this Declaration."

3. All other matters contained in the Declaration shall remain in full force and effect except as modified by this Third Amendment and by the previous amendments referenced in the recitals to this instrument.

IN WITNESS WHEREOF, Rodgers Brothers and Pringle Development have caused this instrument to be executed this 10 day of SEPT, 2002.

Signed, sealed and delivered
in the presence of:

RODGERS BROTHERS LAND COMPANY

Kathleen S. Dixon

Witness Signature

Kathleen S. Dixon

Witness Printed Signature

Catherine Meyer

Witness Signature

Catherine Meyer

Witness Printed Signature

By: [Signature]

Sam R. Rodgers, President

1265 Horse & Chaise Boulevard

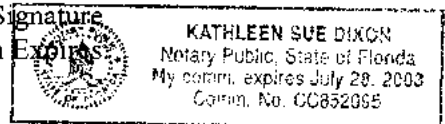
Venice, Florida 34292

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10 day of Sept, 2002, by Sam R. Rodgers, the President of Rodgers Brothers Land Company, a Florida corporation, [] who is personally known to me or [] who has produced _____ as identification.

[Signature]
Notary Signature

Printed Notary Signature
My Commission Expires



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Signed, sealed and delivered
in the presence of:

PRINGLE DEVELOPMENT, INC.

Barbara K Patrick
Witness Signature
Barbara K Patrick
Witness Printed Signature

By John A. Pringle
John A. Pringle, President
26600 Ace Avenue
Leesburg, Florida 34748

Jennifer Beay
Witness Signature
Jennifer Beay
Witness Printed Signature

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 5th day of Sept, 2002,
by John A. Pringle, the President of Pringle Development, Inc., a Florida corporation, who is
personally known to me or who has produced _____ as identification.

Barbara K Patrick
Notary Signature
Barbara K Patrick
Printed Notary Signature
My Commission Expires:



(R)

This instrument prepared by:
Gary L. Summers, Esquire
Williams, Smith & Summers, P.A.
380 West Alfred Street
Tavares, Florida 32778