

This Instrument Prepared By and Return to:
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DOC# 20170497013
09/08/2017 09:41:06 AM Page 1 of 9
Rec Fee: \$78.00
Phil Diamond, Comptroller
Orange County, FL
SA - Ret To: STANLEY LAW CENTER



**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKE JESSAMINE ESTATES HOMEOWNERS ASSOCIATION, INC., AND TO THE
BYLAWS OF LAKE JESSAMINE ESTATES HOMEOWNERS ASSOCIATION, INC.**

The undersigned officers of LAKE JESSAMINE ESTATES HOMEOWNER'S ASSOCIATION, INC. (herein after referred to as "Association"), the corporation in charge of the operation and control of a residential community known as LAKE JESSAMINE ESTATES, according to the Declaration of Covenants, Conditions and Restrictions for Lake Jessamine Estates Homeowners Association, Inc., recorded in Official Records Book 3811, Page 1118, 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 August 24, 2017 @ 6:00pm, and approved by vote of not less than seventy-five percent (75%) of the parcel owners at a membership meeting held on August 24, 2017 @ 6:00pm. The amendments to the Bylaws were proposed and approved by majority vote of a quorum of members present at the same membership meeting and were approved by vote of not less than fifty-one percent (51%) of the members at the same membership meeting. The undersigned further certifies that the amendments were proposed and approved in accordance with the governing documents and applicable law.

FIRST: Declaration Amendment adopted:

The first page of the Declaration of Covenants, Conditions and Restrictions for Lake Jessamine Estates Homeowners Association, Inc., is hereby amended as follows (additions are indicated by underlining; deletions are indicated by ~~strike-outs~~, omitted and unaltered provisions are indicated by ellipses):

WHEREAS, Declarant is the owner of certain property in the City of Edgewood, County of Orange, State of Florida, which is more particularly described as:

Lots 52-128 inclusive, and Tracts A, B, C, D, and E ~~and F~~, LAKE JESSAMINE ESTATES, according to the Plat thereof as recorded in Plat Book 18 Pages 17 and 18 of the Public Records of Orange County.

SECOND: Declaration Amendment adopted:

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

ARTICLE I **DEFINITIONS**

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association ~~at the time of conveyance of the first lot~~ is described as follows:

Tracts A, B, C, D, and E ~~and F~~, LAKE JESSAMINE ESTATES, according to the Plat thereof as recorded in Plat Book 18 Pages 17 and 18 of the Public Records of Orange County, Florida.

THIRD: Declaration Amendment adopted:

Article II of the Declaration of Covenants, Conditions and Restrictions for Lake Jessamine Estates Homeowners Association, Inc., is hereby amended as follows (additions are indicated by underlining; deletions are indicated by ~~strike-outs~~, omitted and unaltered provisions are indicated by ellipses):

ARTICLE II **PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) all provisions of this Declaration, any plat of all or any part or parts of the Properties, and the Articles of Incorporation and Bylaws of the Association;

(b) rules and regulations adopted by the Association governing use and enjoyment of the Common area;

(c) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility that may at some time become part of the Common Property owned by the Association;

(d) the right of the Association to suspend the voting rights and/or the right to use of any recreational facility by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(e) the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any individual or corporation, public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer signed by two thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his rights of enjoyment to the Common Area, to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Permitted Uses. The Common Area shall be restricted to the following uses:

The Common Area, now and forever, shall be restricted such that it shall be maintained as follows: Tracts A and C shall be open areas used for drainage retention. Tracts B and D shall be areas used as landscaped entryway areas which may have entry walls and property identification signs. Tract E shall be a grassed median area in the entrance way. ~~Tract F shall be an area used for lake access by the owners of lots in Lake Jessamine Estates and their immediate families.~~

FOURTH: Declaration Amendment adopted:

Article IV, Section 2, of the Declaration of Covenants, Conditions and Restrictions for Lake Jessamine Estates Homeowners Association, Inc., is 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 ASSESSMENTS

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Lake Jessamine Estates subdivision and for the improvement and maintenance of the Common areas. Since all the Owners of lots in Lake Jessamine Estates have use of Lake Jessamine through Tract E F, granted to the Homeowner's Association as referred to in Article I Section 4 hereof, it shall also be the duty of the Association to levy assessments on all lots in order to cover the costs of the following:

FIFTH: Declaration Amendment adopted:

Article IX, of the Declaration of Covenants, Conditions and Restrictions for Lake Jessamine Estates Homeowners Association, Inc., is hereby amended as follows (additions are indicated by underlining; deletions are indicated by strike outs, omitted and unaltered provisions are indicated by ellipses):

ARTICLE IX **GENERAL RESTRICTIONS**

Section 14. Leases. Any proposed lease of a Unit must be preapproved in writing by the Association. At least 30 days before any proposed lease, the Unit Owner desiring to so lease the Unit shall provide the Association with a copy of the lease and the name, address, and telephone number of the proposed tenant, proof of a background check including a criminal and sex offender registry check and shall provide the Association with any other information it may request. The Association shall approve or disapprove the proposed lease within 30 days of receipt of all information to which it is entitled. The failure to render a decision within said 30 days shall be deemed approval. Entire Units only may be rented; no individual rooms may be rented and no transient may be accommodated. There shall not be any subleasing of any Unit, but any impermissible subleasing or sub-renting of a Unit Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof.

A tenant of a Unit shall have all of the use rights in the Association Property and Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a Guest. This shall not, however, interfere with access rights of an Owner as landlord pursuant to applicable law. Each Unit Owner shall be responsible to ensure that all tenants and Occupants of the Unit comply with all of the terms and conditions of this Declaration.

If the Unit is occupied by a tenant and the Unit owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Unit owner related to the Unit have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the Unit pursuant to Florida Statute Chapter 720. Furthermore, the Association may sue for eviction for the tenant's failure to make payments.

SIXTH: Declaration Amendment adopted:

Article X, Section 2, of the Declaration of Covenants, Conditions and Restrictions for Lake Jessamine Estates Homeowners Association, Inc., is hereby amended as follows (additions are indicated by underlining; deletions are indicated by strike outs, omitted and unaltered provisions are indicated by ellipses):

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the Association or any Owner shall seek to enforce the provisions of this Declaration, the said party shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or on appeal.

The Association may levy reasonable fines against a Unit Owner and suspend common amenities use rights for the failure of the Unit Owner or his Occupant, licensee, or invitee to comply with any provision of this Declaration, the Bylaws of the Association, or reasonable Rules and Regulations imposed by the Board of Directors from time to time. No fine will become a lien against a Unit. No fine shall exceed \$100 per violation, or the maximum amount allowed by Section 720.305, Florida Statutes, whichever is greater. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed \$1,000, or the maximum amount allowed by Section 720.305, Florida Statutes, whichever is greater. No fine or suspension may be levied or imposed without at least 14 days' notice to the person sought to be fined and an opportunity for a hearing. The hearing shall be held before a committee of at least three other members who are not Board members, directors or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee, nor persons residing in a Board member's household. If the committee, by majority vote, does not approve a proposed

fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If the Board of Directors imposes a fine or suspension, the association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the court.

SEVENTH: Declaration Amendment adopted:

Article X, Section 4, of the Declaration of Covenants, Conditions and Restrictions for Lake Jessamine Estates Homeowners Association, Inc., is hereby amended as follows (additions are indicated by underlining; deletions are indicated by strike outs, omitted and unaltered provisions are indicated by ellipses):

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. ~~This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of ninety percent (90%) or more of the Lots, and thereafter by an instrument signed by the Owners of seventy five percent (75%) or more of the Lots. Notwithstanding the above, the Developer shall have the right, during the first two (2) years from the date the covenants are recorded, to amend this Declaration to clarify any ambiguities or conflicts, subject, however, to approval by the Veterans Administration.~~ This Declaration may be amended by a majority vote of the Owners present and voting, in person or by proxy, at an Association meeting duly called for such purpose pursuant to the Bylaws.

EIGHTH: Bylaws Amendment adopted:

Article III, Section 1 of the Bylaws for Lake Jessamine Estates Homeowners Association, Inc., is hereby amended as follows (additions are indicated by underlining; deletions are indicated by strike outs, omitted and unaltered provisions are indicated by ellipses):

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held ~~on the same day of the month of each year~~

~~thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day of the following which is not a legal holiday.~~ once a calendar year at such convenient location in Orange County as may be determined by the Board of Directors. All Unit Owner meetings shall be held within 45 miles of Lake Jessamine Estates. The annual meeting shall be held on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the members.

NINTH: Bylaws Amendment adopted:

Article IV, Section 1, of the Bylaws for Lake Jessamine Estates Homeowners Association, Inc., is hereby amended as follows (additions are indicated by underlining; deletions are indicated by ~~strike-outs~~, omitted and unaltered provisions are indicated by ellipses):

Section 1. Number. The affairs of this Association shall be managed by a Board with a minimum of three (3) directors, who must need not be members of the Association. The Board of Directors may be increased to an maximum of seven (7) directors, as long as the Board of Directors contains an odd number of directors. The Board of Directors may increase the size of the Board or decrease the size of the Board by a majority vote of the Board of Directors.

TENTH: Bylaws Amendment adopted:

Article IV, Section 2 of the Bylaws for Lake Jessamine Estates Homeowners Association, Inc., is hereby amended as follows (additions are indicated by underlining; deletions are indicated by ~~strike-outs~~, omitted and unaltered provisions are indicated by ellipses):

Section 2. Term of Office. The directors shall serve staggered three year terms. At the first annual meeting the members shall elect one ~~three~~ directors for a term of one year, one ~~0~~ directors for a term of two years and one ~~0~~ directors for a term of three years; at each annual meeting thereafter the members shall elect one ~~three~~ directors for a term of three ~~One~~ years. If the Board of Directors votes to increase the number of directors, the additional directors shall serve staggered terms.

ELEVENTH: Bylaws Amendment adopted:

Article V, Section 1, of the Bylaws for Lake Jessamine Estates Homeowners Association, Inc., is hereby amended as follows (additions are indicated by underlining; deletions are indicated by strike outs, omitted and unaltered provisions are indicated by ellipses):

Section 1. Nomination. Nomination for election to the Board of Directors shall be made ~~by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretions determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.~~

TWELFTH: Bylaws Amendment adopted:

Article VI, Section I, of the Bylaws for Lake Jessamine Estates Homeowners Association, Inc., is hereby amended as follows (additions are indicated by underlining; deletions are indicated by strike outs, omitted and unaltered provisions are indicated by ellipses):

Section 1. Regular Meetings. ~~Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.~~ The Board of Directors shall hold regular meetings with the date and time determined by the Board and proper notice issued to the members.

THIRTEENTH: Bylaws Amendment adopted:


Article XIII, Section 1, of the Bylaws for Lake Jessamine Estates Homeowners Association, Inc., is hereby amended as follows (additions are indicated by underlining; deletions are indicated by strike outs, omitted and unaltered provisions are indicated by ellipses):


Section I. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of the Board of Directors whereas a quorum of the Board of Directors are members present in person or by proxy, ~~except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.~~

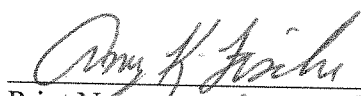
IN WITNESS WHEREOF, Lake Jessamine Estates Homeowners Association, Inc., has caused this Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Lake Jessamine Estates Homeowners Association, Inc., and the Bylaws of Lake Jessamine Estates Homeowners Association, Inc., to be executed in its name on _____.

Signed, sealed and delivered
in the presence of:

Lake Jessamine Estates
Homeowners Association, Inc.


Print Name: Sean Lytle

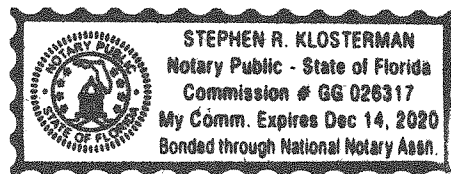
By: 
Print Name: BRUCE CHISHOLM
Address: 5150 STATEWAY DR.
ORLANDO FL 32834



Print Name: Amy K. Fischer

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of August 2017, by Bruce Chisholm, as President of Lake Jessamine Estates Homeowners Association, Inc., on behalf of said company. He is personally known to me.

(NOTARY SEAL)




Notary Public
Printed Name: Stephen R. Klosterman
My Commission Expires: 12-14-2020