

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

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**FOURTH AMENDMENT TO
MASTER DECLARATION FOR
LAKES OF HARMONY**

THIS FOURTH AMENDMENT TO MASTER DECLARATION FOR LAKES OF HARMONY ("Amendment") is made and entered into this 20th day of November, 2019, by HARMONY FLORIDA LAND, LLC, a Delaware limited liability company ("Developer") and joined by LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

A. BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP ("Original Developer") recorded that certain Master Declaration for Lakes of Harmony on January 6, 2016 in Official Records Book 4895, Pages 1122-1272, Public Records of Osceola County, Florida, as may have been amended and/or supplemented thereafter ("Declaration"), respecting Lakes of Harmony ("Development"); as amended by that certain First Amendment to Master Declaration for Lakes of Harmony, recorded in Official Records Book 4986, Page 2778, Public Records of Osceola County, Florida; as amended by that certain Second Amendment to Master Declaration for Lakes of Harmony, recorded in Official Records Book 5205, Page 538, Public Records of Osceola County, Florida; and as amended by that certain Corrective Third Amendment to Master Declaration for Lakes of Harmony, recorded in Official Records Book 5398, Page 1595, Public Records of Osceola County, Florida, and corrected and re-recorded in Official Records Book 5406, Page 1020, Public Records of Osceola County, Florida (collectively "Declaration")

B. The Original Developer assigned and granted, sold, assigned, conveyed, transferred, set over, and delivered to Developer all of its rights as the "Declarant" under the Declaration by virtue of that certain Assignment and Assumption of Declarant's Rights recorded at Official Records Book 5214, Page 1811 of the Public Records of Osceola County, Florida;

C. Pursuant to Article XIX, Section 19.1 of the Declaration, Developer shall have the right to unilaterally amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever; and

D. Developer desires to amend certain portions of the restrictive covenants set forth in Article II of the Declaration to modify the same as set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of the Development is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this Amendment.

2. **Conflict.** In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. **Amendment.** The Developer having authority to make such amendments, modifies the Declaration as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

a. Article 8.7(d) is amended as follows:

No Owner shall sell or convey its interest in a Unit unless all sums due to Association have been paid in full and an estoppel certificate shall have been received by such Owner. In addition to any Base Assessment, Special Assessment, or Specific Assessments due, the estoppel certificate shall include as the Resale Contribution pursuant to Section 8.10(b) to be paid by the purchaser of such Unit at closing, and which may be treated and collected as an assessment pursuant to Section 8.8. The Association shall prepare and maintain a ledger noting assessments and Club Dues due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner or Club Owner. Within fourteen (14) days of a written request therefor from an Owner, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay the Association a fee to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Expenses or assessments.

b. Article 8.10(b) is amended as follows:

After the Unit has been conveyed by a Builder, there shall be collected upon every subsequent conveyance of a Unit by an Owner a resale contribution in an amount to be determined by resolution of the Board ~~the amount equal to One Thousand and No/100 Dollars (\$1,000.00)~~ ("the "Resale Contribution"). The Resale Contribution may be periodically increased or decreased by a resolution of no less than a majority of the Board in its reasonable discretion. In the event that a Resale Contribution is not collected and paid to the Association upon the conveyance of a Unit, the Association may treat the Resale Contribution as an assessment and cause for same to be collected pursuant to Section 8.8. The Resale Contribution shall not be applicable to conveyances from Declarant or Builders but shall be applicable to all conveyances by any other Owner. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of the Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, funding of Reserves, support costs and start-up costs.

5. **Covenant.** This Amendment shall be a covenant running with the land.

6. **Effect of this Amendment.** Except as modified by, all other terms and provisions of the Declaration shall remain applicable, unchanged, and in full force and effect.

[SIGNATURE AND ACKNOWLEDGEMENT APPEAR ON THE FOLLOWING PAGE]

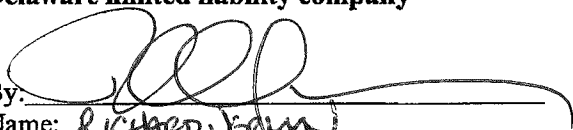
IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this ____ day of _____, 2019.

WITNESSES

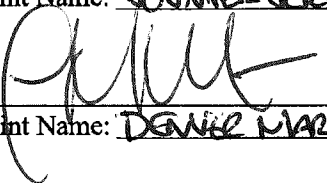
HARMONY FLORIDA LAND, LLC. a Delaware limited liability company



Print Name: JENNIFER KAVAN

By: 

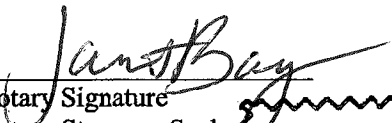
Name: RICHARD KAVAN
As Its: PRESIDENT



Print Name: DENISE MARLOW

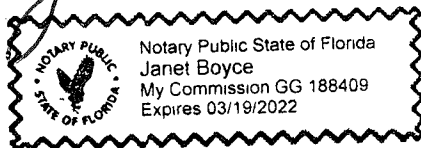
STATE OF FLORIDA)
COUNTY OF SEMIWOLE)

THE FOREGOING instrument was acknowledged before me this 20 day of November 2019, by RICHARD KAVAN, as PRESIDENT of HARMONY FLORIDA LAND, LLC, who is personally known to me or produced _____ and who did/did not take an oath.



Notary Signature

Notary Stamp or Seal:



JOINDER


LAKES OF HARMONY COMMUNITY ASSOCIATION, INC.

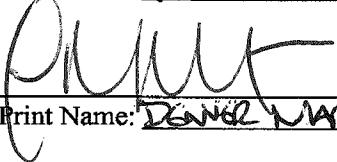
LAKES OF HARMONY COMMUNITY ASSOCIATION, INC. ("Association") does hereby join in the First Amendment to Master Declaration for Lakes of Harmony ("Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Amendment as Association has no right to approve the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2019.


WITNESSES

LAKES OF HARMONY ASSOCIATION, INC., a Florida not-for-profit corporation



Print Name: JENNIFER JENSEN



Print Name: DENISE MARIA

By: 

Print Name: RICHARD JENSEN
As Its: PRESIDENT

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

THE FOREGOING instrument was acknowledged before me this 20 day of NOVEMBER 2019, by RICHARD JENSEN of LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., who is personally known to me or produced _____ and who did/did not take an oath.



Notary Signature
Notary Stamp or Seal:



**RESOLUTION OF THE BOARD OF DIRECTORS OF
LAKES OF HARMONY COMMUNITY ASSOCIATION, INC.**

WHEREAS, Lakes of Harmony Community Association, Inc. ("Association") is a homeowners association organized under the laws of the State of Florida and pursuant to Master Declaration for Lakes of Harmony as recorded in Official Records Book 4895, Page 1122-1272, Public Records of Osceola County, Florida, as amended, ("Declaration"); and

WHEREAS, Articles 8.7(d) and 8.10(b) of the Declaration provide the Board of Directors of the Association with the authority levy a Resale Contribution to be paid by the purchaser of such Unit at closing; and

WHEREAS, the Board of Directors of the Association has determined that it is in the best interest of the Association to set the amount for the Resale Contribution to be \$700.00; and

WHEREAS, at a duly noticed meeting held on October 10, 2019, more than a majority of the Board of Directors voted in favor of levying an Initial Assessment as set forth above; and

WHEREAS, the Board of Directors seeks to ratify, memorialize in written form, the action of the Association as set forth above.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Association that an Initial Assessment in the amount of \$700.00 per Unit is hereby levied and approved by not less than a majority of the Board of Directors.

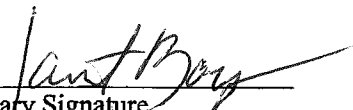
PASSED AND DULY adopted at a meeting of the Board of Directors of Lakes of Harmony Community Association, Inc. this ____ day of _____, 2019.



President

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THE FOREGOING instrument was acknowledged before me this 20 day of November 2019, by RICHARD JERMON, as President of LAKES OF HARMONY COMMUNITY ASSOCIATION, INC, who is personally known to me or produced _____ and who did/did not take an oath.



Notary Signature
Notary Stamp or Seal:

