

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**
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**FIFTH AMENDMENT TO
MASTER DECLARATION FOR
LAKES OF HARMONY**

THIS FIFTH AMENDMENT TO MASTER DECLARATION FOR LAKES OF HARMONY ("Amendment") is made and entered into this 2nd day of JUNE, 2020, 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; 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; and as amended by that certain Fourth Amendment to Master Declaration for Lakes of Harmony, recorded in Official Records Book 5644, Page 2019, 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:

I. **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 8.10(a) is amended as follows:

The first purchaser of each Unit from a Builder, at the time of closing of the conveyance from Builder to the purchaser, shall pay to the Association an initial contribution in ~~the amount of One Thousand and No/100 Dollars (\$1,000.00)~~ an amount to be determined by resolution of the Board (the "Initial Contribution"). The Initial 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 an Initial Contribution is not collected and paid to the Association upon the conveyance of a Unit, the Association may treat the Initial Contribution as an assessment and cause for same to be collected pursuant to Section 8.8. The Initial Contribution shall not be applicable to conveyances from Declarant. The funds derived from the Initial 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 2 day of June, 2020.

WITNESSES

HARMONY FLORIDA LAND, LLC. a Delaware limited liability company



Print Name: R. A. Jerman

By: 
Name: JENNIFER JERMAN
As Its: VP


Print Name: JENNIFER JERMAN

STATE OF FLORIDA)
COUNTY OF SEMIWOLE)

THE FOREGOING instrument was acknowledged before me this 2 day of June, 2020, by JENNIFER JERMAN, as VP 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 2 day of JUNE, 2020.

WITNESSES

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

[Signature]
Print Name: JENNIFER JERMAN

[Signature]
By:
Print Name: BILL D JERMAN
As Its: President

[Signature]
Print Name: DENNIS MARLOW

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THE FOREGOING instrument was acknowledged before me this 2 day of JUNE, 2020, by RICHARD JERMAN of LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., who is personally known to me or produced _____ and who did/did not take an oath.

[Signature]

Notary Signature
Notary Stamp or Seal:

