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This instrument prepared by  
 and return to:  
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**SIXTH SUPPLEMENTAL DECLARATION OF  
 HARMONY RESIDENTIAL PROPERTIES  
 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

THIS SIXTH SUPPLEMENTAL DECLARATION OF HARMONY RESIDENTIAL PROPERTIES DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Supplemental Declaration") is made this 30<sup>th</sup> day of September, 2014, by Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership ("Birchwood"), whose address is 3500 Harmony Square Drive West, Harmony, Florida 34773.

WITNESSETH:

WHEREAS, Birchwood is the "Developer" under that certain Harmony Residential Properties Declaration of Covenants, Conditions and Restrictions recorded in the Public Records of Osceola County, Florida, at Book 2125, Page 2093, as amended by that certain First Amendment of Harmony Residential Properties Declaration of Covenants, Conditions and Restrictions recorded in the Public Records of Osceola County, Florida, at Book 2241, Page 2904, Second Amendment of Harmony Residential Properties Declaration of Covenants, Conditions and Restrictions recorded in the Public Records of Osceola County, Florida, at Book 3174, Page 2640, and Third Amendment of Harmony Residential Properties Declaration of Covenants, Conditions and Restrictions recorded in the Public Records of Osceola County, Florida, at Book 3957, Page 1974, and as supplemented by that certain First Supplemental Declaration recorded in the Public Records of Osceola County, Florida, at Book 2629, Page 245, Second Supplemental Declaration recorded in the Public Records of Osceola County, Florida, at Book 2629, Page 249, Third Supplemental Declaration recorded Public Records of Osceola County, Florida, at Book 2763, Page 865, Fourth Supplemental Declaration recorded in the Public Records of Osceola County, Florida, at Book 3316, Page 2499, and Fifth Supplemental Declaration recorded March 8, 2010, in Book 3957, Page 1988, and as further amended and supplemented from time-to-time (collectively, the "Declaration"); and

WHEREAS, pursuant to Section 9.1 of the Declaration, Expansion by Developer, Developer has the right to annex all or portions of the real property that is described in Exhibit "B" of the Declaration and subject such property to the Declaration; and

WHEREAS, the Declaration further provides that such annexation shall be accomplished by filing a Supplemental Declaration in the Official Records of Osceola County, Florida, describing the property to be annexed and specifically subjecting it to the terms of this Declaration; that such Supplemental Declaration shall not require the consent of Owners, but shall require the consent of the owner of such property, if other than Developer, and that any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

NOW, THEREFORE, Developer, for itself and its successors and assigns, declares that the description of the Properties are and shall be amended as hereinafter set forth.

1. The above recitals are true and correct and incorporated herein by this reference.
2. Developer is the owner of the following property (“Neighborhood H-1”):  
  
Neighborhood H-1 according to the Plat of HARMONY NEIGHBORHOOD H-1 recorded in Plat Book 23, at Pages 22 through 27, inclusive, of the Public Records of Osceola County, Florida.
3. Neighborhood H-1 is hereby included in the Properties and shall be treated for all purposes under the Declaration as included in Exhibit “A” of the Declaration, and is hereby expressly subjected to the terms of the Declaration.
4. The terms and conditions of this Supplemental Declaration shall run with the land and the benefits and burdens hereof and of the Declaration shall bind and inure to the benefit of the owners of the Properties, and any owner or occupant of other lands governed by the Declaration, and their successors, tenants and assigns.
5. To the extent that any provisions of the Declaration are different from or in contravention of matters set forth in this Supplemental Declaration, this Supplemental Declaration shall control as indicating the intent of the Developer. All other terms of the Declaration shall remain in full force and effect. All capitalized terms that are not defined herein shall be given the meaning ascribed thereto in the Declaration.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

IN WITNESS WHEREOF, Developer has caused these presents to be executed on the day and year indicated below.

Signed, sealed and delivered in the presence of:

“DEVELOPER”

Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership

By: VII GP Harmony, L.L.C., a Delaware limited liability company, as its General Partner

By: [Signature]  
Michael Moser  
As its: Authorized Agent

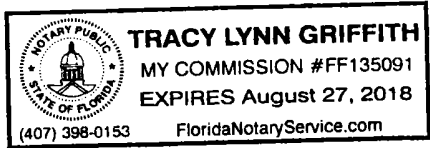
[Signature]  
Signature of Witness  
Print Name: Tracy Griffith

[Signature]  
Signature of Witness  
Print Name LATHE M. MOSEY

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September, 2014, by Michael Moser, as Authorized Agent of VII GP Harmony L.L.C., a Delaware limited liability company, as the General Partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He [] is personally known to me or [] has produced \_\_\_\_\_ as identification.



[Signature]  
(Notary Signature)

(NOTARY SEAL)

Tracy Griffith  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. \_\_\_\_\_

## JOINDER AND CONSENT

EverBank, a Federal savings bank, whose address is 501 Riverside Avenue, Suite 501, Jacksonville, Florida 32202, for itself and as Administrative Agent ("EverBank"), for the benefit of the lenders under that certain Restated Loan Agreement dated June 29, 2005 (as amended through the date hereof) is, pursuant to that certain Assignment of Mortgage and Other Loan Documents from Federal Deposit Insurance Corporation, as Receiver for Franklin Bank, SSB, a Texas savings bank ("Franklin Bank"), to EverBank, recorded January 7, 2010 in Official Records Book 3934, Page 1891, the owner and holder of that certain Mortgage and Security Agreement originally given by Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership ("Mortgagor"), in favor of Franklin Bank, recorded October 28, 2003 in Official Records Book 2371, Page 602, as modified by that certain Mortgage Modification and Spreader Agreement and Receipt for Future Advance recorded September 8, 2004 in Official Records Book 2590, Page 1958, that certain Mortgage Spreading Agreement recorded November 8, 2004 in Official Records Book 2634, Page 565, and that certain Mortgage Modification Agreement and Receipt for Future Advance recorded June 30, 2005 in Official Records Book 2828, Page 1177, as modified by that certain Mortgage Modification, Spreader and Release Agreement recorded in Official Records Book 3033, Page 904 (collectively, the "Assigned Mortgage"), which Assigned Mortgage has been further and subsequently modified by Mortgagor and EverBank pursuant to that certain Mortgage Modification Agreement recorded on February 9, 2010 in Official Records Book 3947, Page 809, Mortgage Modification Agreement recorded on December 30, 2011 in Official Records Book 4215, Page 2349, and Mortgage Modification Agreement recorded on February 19, 2013 in Official Records Book 4398, Page 1722, all of the Public Records of Osceola County, Florida (collectively, the "Mortgage").

Neighborhood H-1 is encumbered by the Mortgage and EverBank hereby joins in, consents to and subordinates the lien of Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the Sixth Supplemental Declaration of Harmony Residential Properties Declaration of Covenants, Conditions, and Restrictions to which this Joinder and Consent is attached.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

[Signature Page to Joinder and Consent to Sixth Supplemental Declaration of Harmony Residential Properties Declaration of Covenants, Conditions, and Restrictions]

EVERBANK, a Federal savings bank, as Administrative Agent for the benefit of the Lenders under a Restated Loan Agreement dated June 29, 2005, as amended through the date hereof, by and among Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, EverBank, a Federal savings bank, as successor-in-interest to Franklin Bank, SSB, as Administrative Agent, and such lending institutions which are or may become parties thereto, as lenders

[Signature]  
(Signature)

Sonja Birkholz  
(Print Name)

By: [Signature]

Name: Nancy Naylor

Title: Vice President

[Signature]  
(Signature)

Lisa R. Gilliam  
(Print Name)

STATE OF Florida COUNTY OF Duval

The foregoing instrument was executed and acknowledged before me this 25<sup>th</sup> day of September, 2014, by Nancy Naylor, as Vice President of EverBank, a Federal savings bank, as Administrative Agent for the benefit of the Lenders under a Restated Loan Agreement dated June 29, 2005, as amended through the date hereof, by and among Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, EverBank, a Federal savings bank, as successor-in-interest to Franklin Bank, SSB, as Administrative Agent, and such lending institutions which are or may become parties thereof, as Lenders on behalf of the bank, who  is personally known to me or  did produce \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC

[Signature]  
(Signature)

EE098650  
(Commission Number)

Lisa R. Gilliam  
(Print Name)

May 31, 2015  
(My Commission Expires)

