

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

Don H. Nguyen, Esquire
DHN Attorneys, PA
3203 Lawton Road, Suite. 125
Orlando, FL 32803
(407) 269-5346

**AMENDMENT TO
DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS FOR HARMONY WEST**

THIS AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR HARMONY WEST ("Amendment") is made and entered into this 9 day of JUNE, 2020, by HARMONY FLORIDA, LLC, a Delaware limited liability company ("Developer") and joined by HARMONY WEST HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

A. HARMONY FLORIDA, LLC ("Declarant") recorded that certain Master Declaration for Lakes of Harmony on December 13, 2018 in Official Records Book 5448, Pages 2405, et al., Public Records of Osceola County, Florida, ("Declaration"), respecting Harmony West community ("Development");

B. Pursuant to Article 15.02 of the Declaration, Declarant may amend the Declaration, at any time and from time to time, as to all or any portion of the Property unilaterally; and

C. Declarant desires to amend certain portions of the restrictive covenants of the Declaration to modify the same as set forth herein.

NOW THEREFORE, Declarant 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 6.07 is amended as follows:

Initiation and Resale Fee. At the closing of the sale of each Lot with a Residential Unit from the Declarant or any Builder to a third party, the purchaser thereof shall pay an initiation fee ("Initiation Fee") to the Association which shall be used by the Association to offset administration costs in connection with the change in membership pas well as to pay operating or any other expenses of the Association. The ~~initiation fee~~ Initiation Fee as

of the sale of the first Lot shall be FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), which amount may thereafter be increased, ~~but not decreased, by the Association or~~ decreased by resolution of no less than a majority of the Board of Directors from time to time, and shall apply uniformly to all Lots.

After the Lot has been conveyed by Declarant or Builder, there shall be collected upon every subsequent conveyance by an Owner a resale fee which shall be considered income to the Association and shall be used at the discretion of the Board for any purpose ("Resale Fee"). The Resale Fee as of the conveyance of the first Lot from an Owner shall be TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00), which amount may thereafter be increased or decreased by resolution of a majority of the Board of Directors from time to time, and shall apply uniformly to all Lots.

The Initial Fee and Resale Fee shall be treated as assessments and may be collected as set forth in Section 6.09.

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.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 9 day of JUNE, 2020.

WITNESSES

HARMONY FLORIDA, LLC. a Delaware limited liability company



Print Name: Jennifer Jerman



By: _____

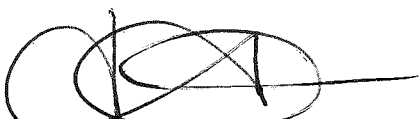
Name: Richard Jerman

As Its: V. president

Print Name: _____

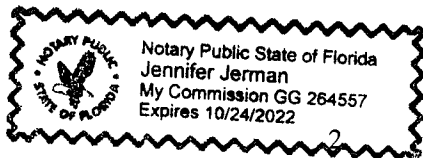
STATE OF FLORIDA)
COUNTY OF SEMINOLE)

Sworn to, affirmed, acknowledged and subscribed before me this 9 day of JUNE, 2020 by means of [] physical presence or [] online notarization, RICHARD JERMAN, as VP of HARMONY FLORIDA, LLC, who is personally known to me or produced _____ as identification.



Notary Signature

Notary Stamp or Seal:



JOINDER

HARMONY WEST HOMEOWNERS ASSOCIATION, INC.

HARMONY WEST HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR HARMONY WEST ("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 9 day of JUNE, 2020.

WITNESSES

HARMONY WEST HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Print Name: Jennifer Jerman

Print Name: _____

By: _____
Print Name: Richard D. Jerman
As Its: President

STATE OF FLORIDA)
COUNTY OF SEMIWEE)

Sworn to, affirmed, acknowledged and subscribed before me this 9 day of JUNE, 2020 by means of [] physical presence or [] online notarization, Richard Jerman, as PRESIDENT of HARMONY WEST HOMEOWNERS ASSOCIATION, INC, who is personally known to me or produced _____ as identification.

Notary Signature
Notary Stamp or Seal:

