Master

CFN 2016001829
Bk 4895 Pgs 1122-1272 (151 Pgs)
DATE: 01/06/2016 11:14:19 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES $1,285.00

PREPARED BY AND RETURN TO:
Christian F. O'Ryan, Esq.
Pennington, P.A.
2701 N. Rocky Point Drive, Suite 900
Tampa, Florida 33607

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA

MASTER DECLARATION FOR LAKES OF HARMONY

TABLE OF CONTENTS

Article I.	Governance of the Community	1
Article II.	Definitions	3
Article III.	Use and Conduct	8
Article IV.	Architecture and Landscaping	10
Article V.	Maintenance, Repair and Replacement Obligations	14
Article VI.	The Association and Its Members	21
Article VII.	Association Powers and Responsibilities	22
Article VIII.	Association Finances	29
Article IX.	Expansion of the Community	35
Article X.	Additional Rights Reserved to Declarant and Material Disclosures	36
Article XI.	Easements	41
Article XII.	Exclusive Common Area	44
Article XIII.	Party Walls and Other Shared Structures	45
Article XIV.	Harmony Community Development District	45
Article XV.	Enforcement	47
Article XVI.	Surface Water Management System	49
Article XVII.	Mortgagee Provisions	50
Article XVIII.	Changes in Common Areas; Control of Pets	51
Article XIX.	Amendment of Declaration	52
Article XX.	Miscellaneous Provisions	54
Article XXI.	Resolution of Disputes	55
Article XXII.	Recreational Facilities	57
Article XXIII.	Golf Facilities	59
Article XXIV.	Restrictions Affecting on Occupancy and Alienation	61

EXHIBITS:

Exhibit A	Legal Description
Exhibit B	Use Restrictions and Rules
Exhibit C	Articles of Incorporation
Exhibit D	Bylaws
Exhibit E	SFWMD Permit
Exhibit F	Club Plan

in a particular instance, such determination shall not affect the validity of other provisions or applications.

1.2 Governing Documents. This Declaration, each Supplemental Declaration, the Articles of Incorporation, the Bylaws, the Design Guidelines, and the Use Restrictions and Rules of the Association, as any of them may be supplemented or amended in the future (the "**Governing Documents**") create a general plan of development for the Properties that may be supplemented by additional covenants, restrictions, and easements applicable to particular areas within the Properties. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Properties from containing more restrictive provisions than this Declaration.

1.3. Neighborhoods. Each Unit within the Properties shall be located within a Neighborhood. This Declaration or a Supplemental Declaration may designate Neighborhoods (by name, tract, or other identifying designation), which Neighborhood may be then existing or newly created. Prior to the expiration of the Class "B" Control Period, the Declarant may unilaterally amend this Declaration or any Supplemental Declaration to re-designate Neighborhood boundaries; provided, two or more existing Neighborhoods shall not be combined without the consent of Owners of more than fifty percent (50%) of the Voting Interests in the affected Neighborhoods. The following Neighborhood is hereby designated by this Declaration: The "SOUTH LAKES OF HARMONY," created pursuant to the COMMUNITY DECLARATION FOR SOUTH LAKES OF HARMONY, recorded, or to be recorded, in the Public Records (the "**South Lakes of Harmony Neighborhood**").

1.4 Club Plan. Each Owner, by acquiring title to a Unit, is a member of the Club (as defined herein) and will be subject to all of the terms and conditions of the Club Plan (as defined herein), as amended and supplemented from time to time. Club Owner is responsible for operating and maintaining the Club and Club Facilities and administering the Club Plan. Club Facilities may be added, modified or deleted from time to time in accordance with the Club Plan. The Club Plan contains certain rules, regulations and restrictions relating to the use of the Club. Pursuant to the Club Plan, each Owner shall pay the Club Dues as set forth in the Club Plan. Club Owner may increase the number of Club members and users from time to time in accordance with the Club Plan. The Club shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Club subject to the rules and regulations in the Club Plan. Each Owner, shall be bound by and comply with the Club Plan attached to this Declaration.

THE ASSOCIATION AND EACH OWNER SHALL BE BOUND BY AND COMPLY WITH THE CLUB PLAN THAT IS INCORPORATED HEREIN BY REFERENCE. ALTHOUGH THE CLUB PLAN IS AN EXHIBIT TO THIS DECLARATION, THE GOVERNING DOCUMENTS ARE SUBORDINATE AND INFERIOR TO THE CLUB PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE CLUB PLAN AND THE GOVERNING DOCUMENTS, THE CLUB PLAN SHALL CONTROL.

1.5 Site Plans and Plats. The Plat(s) for the Properties may identify some of the Facilities or Common Areas. The description of the Facilities or Common Areas on the Plat is subject to change and the notes on the Plat are not a guarantee of what improvements will be constructed as Facilities or Common Areas. Site plans used by Declarant and Builders in their marketing efforts may illustrate the types of improvements that may be constructed on the Common Areas or Facilities but such site plans are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Declarant and Owners with respect to the Common Areas and Facilities.

1.6 Restrictions Affecting Occupancy and Alienation. The covenants, conditions and restrictions of this Declaration set forth in Article XXIV (the "**Occupancy and Alienation Restrictions**") shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association, any aggrieved Owner and their respective legal representatives, heirs, successors

2.11 Bylaws. The Bylaws of the Association, a copy of which is attached hereto as **Exhibit D** and made a part hereof by this reference, as it may be amended, supplemented and/or restated from time to time in the future.

2.12 CDD. The HARMONY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes.

2.13 Class "B" Control Period. The period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as provided in Section 6.3(b) of this Declaration.

2.14 Club. The LAKES OF HARMONY CLUB, including the Club Property and Club Facilities (as defined in the Club Plan) provided for the Owners pursuant to the provisions of the Club Plan. The Club and Club Facilities will be owned and controlled by the Club Owner (as defined in the Club Plan) and not by the Association.

2.15 Club Plan. THE LAKES OF HARMONY CLUB PLAN, together with all amendments and modifications thereof. A copy of the Club Plan is attached hereto as **Exhibit F** and made a part hereof. This Declaration is subordinate in all respects to the Club Plan.

2.16 Common Area. All real property interests and personalty within LAKES OF HARMONY designated as Common Areas from time to time by the Declarant, by the Plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within LAKES OF HARMONY. The Common Areas may include, without limitation, the Recreational Facilities (as defined herein), the Access Control System (as defined herein), roadways located at the entrance of each Neighborhood, open space areas, internal buffers, entrance features, landscaped areas, improvements, irrigation facilities, sidewalks, commonly used utility facilities, and project signage. The Common Areas do not include any portion of any Unit. The term "Common Areas" shall include Exclusive Common Areas as defined herein. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. FURTHER, AND WITHOUT LIMITING THE FOREGOING, CERTAIN AREAS THAT WOULD OTHERWISE BE COMMON AREAS SHALL BE OR HAVE BEEN CONVEYED TO THE CDD AND SHALL COMPRISE PART OF THE CDD FACILITIES (AS DEFINED HEREIN). CDD FACILITIES SHALL NOT INCLUDE COMMON AREAS.

2.17 Community-Wide Standard. The standard of conduct, maintenance or other activity generally prevailing throughout the Properties as established by the Association. Such standard is expected to evolve over time as development progresses and may be more specifically determined by the Board of Directors, Declarant, or the Architectural Control Committee, if any, established pursuant to Article IV. The standards imposed by this Declaration, including, without limitation, the Use Restrictions and Rules attached hereto as **Exhibit B** and incorporated herein by reference, as the same may be supplemented or amended from time to time, shall be part of the Community-Wide Standard.

2.18 County. Osceola County, Florida.

2.19 Declarant. The "Declarant" is BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida

Statutes, or homeowners' association, as defined by Chapter 720, Florida Statutes, having authority to administer additional covenants applicable to a particular Neighborhood. Nothing in this Declaration requires the creation of a Neighborhood Association. The jurisdiction of any Neighborhood Association shall be subordinate to that of the Association. So long as the Declarant owns any portion of the Properties, no Neighborhood Association may be formed without the express written consent of the Declarant. The SOUTH LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation (to be formed) (the "**South Lakes Association**") is a "Neighborhood Association" which shall govern the South Lakes of Harmony Neighborhood.

2.33 Neighborhood Declaration. A declaration of covenants, conditions and restrictions applicable to a particular Neighborhood, which may include use restrictions and specific maintenance obligations applicable to such Neighborhood(s). In the event of a conflict between this Declaration and any Neighborhood Declaration, the terms of this Declaration shall control except to the extent that such Neighborhood Declaration provides specific use restrictions and maintenance requirements for the Neighborhood. The lien rights provided in any Neighborhood Declaration shall be subordinate to the lien rights provided in this Declaration.

2.34 Neighborhood Property. The common elements of any condominium development within LAKES OF HARMONY and any property owned by any Neighborhood Association.

2.35 Occupy, Occupies, or Occupancy. Unless otherwise specified in the Governing Documents, these terms shall mean staying overnight in a particular Unit for at least ninety (90) total days in the subject calendar year. The term "**Occupant**" shall refer to any individual other than an Owner who Occupies a Unit or is in possession of a Unit, or any portion thereof or building or structure thereon, whether as a lessee or otherwise, other than on a merely transient basis (and shall include, without limitation, a Resident).

2.36 Operating Expenses. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including without limitation the Access Control System, the Recreational Facilities; all amounts payable by the Association under the terms of this Declaration; amounts payable to a telecommunications provider for telecommunications services furnished to Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Association. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves. If any of the foregoing items identified as possible Operating Expenses are included as District Maintenance Special Assessments (as defined in Section 14.2), the same shall not be included in Operating Expenses.

2.37 Owner. One or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. A Builder is an Owner.

2.38 Plat. The term "Plat" shall refer to any plat of any portion of the Properties filed in the Public Records, from time to time. This definition shall be automatically amended to include the plat of any additional phase of the Properties, as such phase is added to this Declaration.

2.39 Permit. Permit No. 49-01058-P, as amended or modified, issued by SFWMD, a copy of which is attached hereto as **Exhibit E**, as amended from time to time.

2.40 Person. A natural person, a corporation, a partnership, a trust or any other legal entity.

for a single family. The term shall refer to the land, if any, that is part of the Unit and any improvements thereon. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit. The term "Unit" shall not include Common Area or Neighborhood Property, unless otherwise provided in this Declaration or any Supplemental Declaration.

2.57 Use Restrictions and Rules. The use restrictions and rules of the Association set forth on **Exhibit B**, as they may be supplemented, modified and repealed pursuant to Article III.

2.58 Voting Interest. The appurtenant vote of each Unit located within the Properties, which shall include the voting interests of the Declarant.

2.59 Work. Any grading, staking, clearing, excavation, site work, planting or removal of plants, trees, shrubs or other landscaping materials, or construction, installation or material modification or betterment (including painting) of any structures or other improvements on a Unit or on Neighborhood Property, or the addition of any structures or other improvements visible from the outside of the Unit.

ARTICLE III
USE AND CONDUCT

3.1 Framework for Regulation.

(a) Declarant has established a general plan of development for the Properties as a master planned community in order to address the collective interests, the aesthetics and environment within the Properties, and the vitality of and sense of community within the Properties, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs and desires within the Properties. The Properties are subject to the land development, architectural and design provisions described in Article IV, the other provisions of this Declaration governing individual conduct and uses of or actions upon the Properties, and the guidelines, rules and restrictions promulgated pursuant to this Declaration, all of which establish affirmative and negative covenants, easements and restrictions on the Properties.

(b) All provisions of the Governing Documents shall apply to all Owners, tenants, Occupants, guests and invitees of any Unit. Each Owner shall be responsible for inserting a provision in any lease of its Unit informing the lessees and all Occupants of the Unit of the Governing Documents; however, failure to include such a provision in the lease shall not relieve any Person of responsibility for complying with the Governing Documents.

3.2 Rulemaking Authority.

(a) The existing Use Restrictions and Rules applicable to all of the Properties are attached as **Exhibit B** to this Declaration. Subject to the terms of this Article and Section 10.5 below, such existing Use Restrictions and Rules may be supplemented, modified in whole or in part, repealed or expanded by the Board of Directors in accordance with its duty to exercise business judgment on behalf of the Association and its Members. The Board may adopt rules which supplement, modify, cancel, repeal, limit, create exceptions to or expand the Use Restrictions and Rules.

(b) Notwithstanding the above, after termination of the Class "B" Membership, no amendment to or modification of any Use Restrictions and Rules shall be effective against any property owned by Declarant without prior notice to and the written approval of Declarant so long as Declarant owns any portion of the Properties. Moreover, no rule or action by the Association or Board shall impede Declarant's rights to develop the Properties.

(c) Nothing in this Article shall, without the approval of the Declarant, authorize the Board or the Members to adopt rules conflicting with the Design Guidelines or addressing matters of

expense of fulfilling this covenant of indemnification shall be Operating Expenses to the extent such matters are not covered by insurance maintained by the Association. The provisions of this sub-Section 3.6 shall not apply to any Losses to the extent such Losses arise out of the gross negligence or willful misconduct of the Declarant.

3.7 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas, drainage systems or SWMS necessitated by the negligent or willful acts of an Owner or Persons utilizing the Common Areas, drainage systems or SWMS through or under an Owner, shall be borne solely by such Owner and the Unit owned by such Owner shall be subject to a Specific Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the Association. Further, by way of example, an Owner shall be responsible for the cost to correct any drainage issues caused by any such Owner's negligence.

ARTICLE IV
ARCHITECTURE AND LANDSCAPING

4.1 Applicability.

(a) Declarant may reserve rights of Architectural Control and approval, including, but not limited to, review and approval of the location, size, type, and appearance of any structure or other improvement on a Unit, and enforcement of such rights ("**Architectural Rights**") over all portions of the Properties pursuant to a separate recorded instrument (referred to as "**Independent Architectural Approval Reservations**" or "**IAARs**"). All such IAARs shall preempt the authority granted to the Association in this Article and shall control as to any matter within the scope of this Article, and this Article shall have no force or effect as to such portion of the Properties unless no IAAR exists on such portion of the Properties, or any such IAAR expires, is terminated or is released, or any such IAAR is rendered invalid or unenforceable by a court of competent jurisdiction (any of the foregoing circumstances shall be referred to herein as the "**Absence of an IAAR**").

(b) If, in the future, Declarant desires to assign some or all of the Architectural Rights under any of the IAARs to the Association, the Association shall accept such assignment and shall perform the duties and responsibilities of those rights pursuant to the terms set forth in such IAARs which, in such event, shall continue to preempt the authority granted to the Association in this Article as provided above.

(c) No Work shall be commenced on such Owner's Unit, or on Neighborhood Property, unless and until such Owner or Neighborhood Association receives prior written approval for such Work pursuant to this Article either from the Association or the Declarant, as applicable.

(d) This Article shall not apply to the activities of Declarant, the CDD or Club Owner. Notwithstanding anything to the contrary contained herein, or in the Design Guidelines, any improvements of any nature made or to be made by Declarant or Club Owner, or their nominees, including, without limitation, improvements made or to be made to the Common Areas, the Facilities, the Club Property (as defined in the Club Plan) or any Unit, shall not be subject to the review by the Reviewing Entity or the provisions of the Design Guidelines.

(e) This Article may not be amended without the prior written consent of Declarant so long as Declarant owns any portion of the Properties. Further, this Article may not be amended without the prior written consent of the Club Owner if any such amendment would affect the rights or exemptions of the Club Owner provided herein.

4.2 Architectural Control. In the absence of an IAAR on any portion of the Properties, the following provisions shall govern the Architectural Control process for such portion of the Properties:

4.3 Guidelines and Procedures. In the Absence of an IAAR, the following provisions shall govern the Architectural Control process:

(a) Design Guidelines.

(1) Declarant, or to the extent that the ACC has jurisdiction hereunder, the ACC, subject to the review and approval of the Board in the case of the ACC (the entity having jurisdiction at any particular time is referred to in this Article as the "**Reviewing Entity**"), may, but shall not be required to, establish design and construction guidelines and review procedures (the "**Design Guidelines**") to provide guidance to Owners and Neighborhood Associations regarding matters of particular concern to the Reviewing Entity in considering applications for architectural approval. Any such Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions that vary from one portion of the Properties to another depending upon the location, type of construction or use and unique characteristics of the property.

(2) Any Design Guidelines adopted pursuant to this Section, or otherwise promulgated by Declarant, shall be subject to amendment from time to time in the sole discretion of the entity adopting or promulgating them. Amendments to the Design Guidelines shall not apply to require modifications to, or removal of, structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; amendments may remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive in whole or in part.

(3) The Reviewing Entity shall make copies of the Design Guidelines, if any, available to Owners and Neighborhood Associations who seek to engage in construction within the Properties, and may charge a reasonable fee to cover its printing costs.

(b) Procedures.

(1) Prior to commencing any Work for which review and approval is required under this Article, an application for approval of such Work shall be submitted to the Reviewing Entity in such form as may be required by the Reviewing Entity or the Design Guidelines. The application shall include plans showing the site layout, exterior elevations, exterior materials and colors, landscaping, drainage, lighting, irrigation and other features of the proposed construction, as required by the Design Guidelines and as applicable. The Reviewing Entity may require the submission of such additional information as it deems necessary to consider any application.

(2) The Reviewing Entity may consider (but shall not be restricted to consideration of) visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, compliance with the general intent of the Design Guidelines, if any, and architectural merit. Decisions may be based on purely aesthetic considerations. Each Owner and Neighborhood Association acknowledges that determination as to such matters is purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

(3) The Reviewing Entity shall, within thirty (30) days after receipt of each submission of the plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) the approval of Plans, or (ii) the disapproval of such Plans, specifying the segments or features of the Plans which are objectionable and suggestions, if any, for the curing of such objections. In the event the Reviewing Entity fails to advise the submitting party by written notice within the time set forth above for either the approval or disapproval of the plans, the applicant may give the Reviewing Entity

drainage problems or other general site work, nor for defects in any plans or specifications submitted, nor for any structural or other defects in Work done according to approved plans, nor for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Units or any common elements of any condominium or similar community.

4.7 Enforcement.

(a) Any Work performed in violation of this Article or in a manner inconsistent with the approved Plans shall be deemed to be nonconforming. Upon written request from Declarant, the Association, the Board or the ACC, Owners and Neighborhood Associations shall, at their own cost and expense, remove any nonconforming structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should an Owner or Neighborhood Association fail to take such corrective action as specified in the notice of violation within thirty (30) days after the date of the notice, Declarant, the Board, or their designees, in addition to their other enforcement rights, shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass. Upon demand, the Owner or Neighborhood Association shall reimburse all costs incurred by any of the foregoing in exercising its rights under this Section. The Association may assess any costs incurred in taking enforcement action under this Section, together with interest at the maximum rate then allowed by law, against the benefited Unit, or against all of the Units within a Neighborhood Association (if related to Neighborhood Property), as a Specific Assessment.

(b) Declarant and the Association, acting separately or jointly, may preclude any contractor, subcontractor, agent, employee or other invitee of an Owner or Neighborhood Association who fails to comply with the terms and provisions of this Article and the Design Guidelines from continuing or performing any further activities in the Properties, subject to the notice and hearing procedures contained in this Declaration. Neither Declarant, the Association, nor their officers, directors nor agents shall be held liable to any Person for exercising the rights granted by this paragraph.

(c) In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the reviewing entities under this Article.

(d) After the Association has assumed some or all rights of Architectural Control pursuant to Section 4.2(b) or any IAAR, in the event that the Association fails to take enforcement action within thirty (30) days after receipt of a written demand from Declarant identifying the violator and specifying the nature of the violation, then the Association shall reimburse Declarant for all costs reasonably incurred by Declarant in taking enforcement action with respect to such violators, if Declarant prevails in such action.

ARTICLE V
MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS

5.1 Maintenance by the Association.

(a) Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas, including the Recreational Facilities, and all improvements placed thereon.

(b) It is anticipated that, except with regard to the roadways located at the entrance of each Neighborhood and internal roadways located within the Neighborhoods, roadways within the Properties shall be public roadways maintained by the County and shall not be maintained by the Association. The Association shall be responsible for maintenance of the roadways located at the

limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification. To the extent there is any agreement between the Association and any Person for the maintenance of any lakes or ponds outside of the Properties, the Association shall maintain the same and the costs thereof shall be paid by Owners as part of the Operating Expenses. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

5.2 Maintenance by Owners and Neighborhood Associations. All Units, including without limitation, all driveways, walkways, landscaping and any property, structures, improvements and appurtenances not maintained by the Association, or a Neighborhood Association, shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of LAKES OF HARMONY by the Owner of the applicable Unit. In the event a Unit is not maintained by the Owner of the Unit in accordance with the requirements of this Section 5.2, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner. Each Owner by acceptance of a deed to their Unit grants the Association an easement over his or her Unit for the purpose of ensuring compliance with the requirements of this Section 5.2. In the event an Owner does not comply with this Section 5.2, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as a Specific Assessment. The Association shall have the right to enforce this Section 5.2 by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 5.2, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

(a) Each Neighborhood Association shall maintain the Neighborhood Property and all property, structures, parking areas, landscaping and other improvements comprising the Neighborhood Property in a manner consistent with the Community-Wide Standard. Further, each Neighborhood Association shall maintain Units to the extent provided in the Neighborhood Declaration, but in any event, in a manner consistent with the Community-Wide Standard and the requirements of this Declaration.

(b) The following maintenance standards (the "**Landscape Maintenance Standards**") apply to landscaping within all applicable Units:

(1) Trees are to be pruned as needed and maintained with the canopy no lower than eight feet (8') from the ground.

(2) All shrubs are to be trimmed as needed.

(3) Grass shall be maintained in a neat and appropriate manner. In no event shall lawns within any Unit be in excess of five inches (5") in height.

(4) Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

(5) Subject to applicable law, only St. Augustine grass (i.e. Floratam or a similar variety) is permitted in the front yards and side yards, including side yards facing a street.

(6) Mulch shall be replenished as needed on a yearly basis.

(7) Insect control and disease shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring Units and

between the Unit boundary and any adjacent easements for pedestrian paths or sidewalks. The Association shall not be responsible for the maintenance of any public right of ways unless such maintenance obligation is addressed in a Supplemental Declaration or by amendment to this Declaration.

5.4 Responsibility for Insurance, Repair and Replacement.

(a) Unless otherwise provided in a Neighborhood Declaration, or a Supplemental Declaration creating a Neighborhood, each Owner shall be responsible for obtaining and maintaining property insurance on all insurable improvements within his or her Unit.

(b) Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with an IAAR or Article IV of this Declaration, whichever is applicable (the "**Required Repair**"). Alternatively, the Owner may elect to clear the Unit of all debris and ruins and maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard (the "**Required Demolition**"). The Owner shall pay any costs which are not covered by insurance proceeds. If an Owner elects to perform the Required Repair, such Work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Unit and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion, subject to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion, subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Unit within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of Work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

(c) The requirements of this Section shall apply to any Neighborhood Association responsible for any portion of the Properties in the same manner as if it was an Owner and such property was a Unit. Additional recorded covenants applicable to any portion of the Properties may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing structures on the Units within such portion of the Properties and for clearing and maintaining such Units in the event the structures are not rebuilt or reconstructed.

(d) Notwithstanding any provision to the contrary contained herein or in any other Governing Document, neither the Association nor the Declarant shall be responsible for ensuring or confirming compliance with the insurance provisions contained herein, it being acknowledged by all Owners of Units that such monitoring would be unnecessarily expensive and difficult. Moreover, neither the Association nor the Declarant shall be liable in any manner whatsoever for failure of a Unit Owner to comply with this Section 5.4.

(e) In the event of damage to the Club, the responsibility for reconstruction shall be as provided in the Club Plan.

5.5 Standard of Performance. Maintenance, as used in this Article V, shall include, without limitation, repair and replacement as needed, as well as such other duties, which may include irrigation, as the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. All

NEITHER THE DECLARANT, THE CDD NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS WITHIN THE PROPERTIES; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE CDD NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE CDD AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A UNIT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, THE CDD OR THE ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. DECLARANT, THE CDD AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN THE PROPERTIES.

5.8 Swale Maintenance. The Properties may include drainage swales within certain Units for the purpose of managing and containing the flow of excess surface water, if any, found upon such Units. Unless otherwise provided in a Neighborhood Declaration, or a Supplemental Declaration creating a Neighborhood, each Owner, including Builders, shall be responsible for the maintenance, operation and repair of the swales on the Unit. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, that allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by SFWMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Unit(s) upon which the drainage swale is located.

5.9 Public Facilities. The Properties may include one or more facilities that may be dedicated to the County. Specifically, a lift station dedicated to the County as part of the waste water treatment system shall be located within the boundaries of the Properties.

5.10 Removal of Landscaping. Without the prior written consent of the Reviewing Entity, which may be denied by the Reviewing Entity in its sole discretion, no sod, topsoil, tree or shrubbery shall be removed from any Unit and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of any Unit. Notwithstanding the foregoing, Owners who install improvements to the Unit with the approval of the Reviewing Entity that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse CDD for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SWMS.

5.11 [Intentionally Omitted]

5.12 Exterior Home Maintenance. Unless otherwise provided in a Neighborhood Declaration, or a Supplemental Declaration creating a Neighborhood, each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of his or her Unit. Exterior walls are improved with a finish material composed of stucco or cementitious coating (collectively, "**Stucco/Cementitious Finish**"). While Stucco/Cementitious Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Stucco/Cementitious Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the stucco application. This is normal behavior and considered a routine maintenance item for the Owner. Each Owner is responsible to inspect the Stucco/Cementitious Finish to the exterior walls for

(a) Class "A" Members shall all be Owners, including Builders, but excluding the Declarant, except as provided in Subsection 6.3(b). Each Class "A" Member shall have one (1) vote for each Unit owned; provided, however, there shall only be one (1) vote per Unit. Notwithstanding the foregoing, no votes shall be exercised on account of any property which is exempt from assessment under Section 8.9.

(b) The sole Class "B" Member shall be Declarant. Prior to termination of the Class "B" Membership, the Class "B" Member shall have nine (9) votes for each Unit that it owns. Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member, if it owns any Units, and shall be entitled to one (1) Class "A" vote for each Unit that it owns. In addition, Declarant's consent shall be required for various actions of the Board, membership and committees as specifically provided elsewhere in the Governing Documents. The Class "B" Control Period shall terminate when the Declarant is no longer permitted under Chapter 720, Florida Statutes (2015), to appoint a majority of the members of the Board of Directors or such earlier date when, in its discretion, the Class "B" Member so determines and declares in a recorded instrument. After termination of the Class "B" Control Period, Declarant shall continue to have a right to disapprove certain actions of the Association, the Board, and any committee, as provided in the Governing Documents.

6.4 Exercise of Voting Rights. If there is more than one (1) Owner of a particular Unit, the vote for such Unit shall be exercised as such co-Owners determine among themselves and advise the secretary of the Association in writing prior to the close of balloting. Absent such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

ARTICLE VII
ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of the Association Property. The Association may acquire, hold and dispose of tangible and intangible personal property and real property. Declarant and its designees may convey to the Association improved or unimproved real estate located within the Properties, personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association.

7.2 Maintenance of Common Area and Area of Common Responsibility.

(a) Except to the extent that responsibility therefor has been assigned to or assumed by the CDD, or the Owners of adjacent Units, or Neighborhood Associations pursuant to Section 5.2, and except to the extent that such responsibility therefor has been assigned to or assumed by a Service Area created pursuant to Section 7.14, or by Supplemental Declaration, the Association shall maintain, manage and control the Common Area and Area of Common Responsibility, and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas), and shall keep it in good clean, attractive, and sanitary condition, order, and repair, consistent with this Declaration and the Community-Wide Standard, which shall include without limitation:

(1) All landscaping and other flora, signage, structures, and improvements situated upon the Common Area;

(2) Landscaping, sidewalks, streetlights and signage within public right-of-way within or abutting the Properties, and landscaping and other flora within any public utility easement within the Properties (subject to the terms of any easement agreement relating thereto), except to the extent that responsibility therefor has been assigned to or assumed by the CDD;

(3) Such portions of any additional property as may be included within the Area of Common Responsibility pursuant to this Declaration, any Supplemental Declaration, or any

(2) Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to Declarant (until the expiration of the Class "B" Control Period) and the Association;

(3) Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board;

(4) Fidelity insurance covering all persons responsible for handling Association funds in an amount determined in the Board's best business judgment. Fidelity insurance policies shall include coverage for officers, directors and other persons serving without compensation; and

(5) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance, boiler and machinery insurance and building ordinance coverage.

(6) Any time a Service Area is created, unless otherwise provided in the Supplemental Declaration creating such Service Area, if applicable, all Owners within such Service Area shall name the Association as an additional insured under any casualty policy of insurance that provides coverage for any property for which the Association is responsible. In addition, the Association may obtain additional insurance at the expense of the Owners within the Service Area if it feels the coverage otherwise maintained is insufficient.

(7) Premiums for all insurance on the Area of Common Responsibility shall be Operating Expenses and shall be included in the Base Assessment, except that (i) premiums for property insurance obtained on behalf of a Service Area shall be charged to the Owners of Units within the benefited Service Area as a Service Area Assessment; and (ii) premiums for insurance on Exclusive Common Area may be included in the Service Area Assessment of the Service Area(s) benefited unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate.

7.4 Policy Requirements.

(a) All Association policies shall provide for a certificate of insurance to be furnished to the Association.

(b) The policies may contain a reasonable deductible. In the event of an insured loss to an Area of Common Responsibility (excluding an Exclusive Common Area), the deductible shall be treated as an Operating Expense in the same manner as the premiums for the applicable insurance coverage, or, for an insured loss in an Exclusive Common Area, in the manner described in this Declaration relating to the Service Area benefited by such Exclusive Common Area. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 15.5 of this Declaration, that the loss is the result of the negligence or willful misconduct of one (1) or more Owners, their guests, invitees or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Unit(s) pursuant to Section 8.5.

(c) The policies described in Section 7.3 also shall name Declarant and its partners, officers, directors, employees and agents as additional insureds.

(d) Prior to the expiration of the Class "B" Control Period, the Declarant shall have the right, at Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the required coverage.

7.5 Damage and Destruction.

(a) Immediately after damage or destruction to all or any part of the Properties covered by insurance

liability with respect to any contract or other commitment made or action taken, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association) and the Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as an Operating Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

(c) Each Owner shall indemnify and hold harmless the Association from any loss, damages, and expenses, including counsel fees, which they may incur as a result of the failure of such Owner, any Occupant of such Owner's Unit, or any contractor, subcontractor, vendor, employee, or agent of such Owner acting within the scope of his contract, agency or employment to comply with this Declaration, any Supplemental Declaration or other covenants applicable to such Owner's Unit, the Design Guidelines, Bylaws and Rules of the Association. By way of example and not limitation, an Owner shall be responsible for damages caused to any Common Area or other property owned by the Association by any such Occupant, contractor, subcontractor, vendor, employee, or agent of such Owner whether such damages were caused by the negligence of such Persons or not.

7.9 Enhancement of Safety.

(a) THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTIES DESIGNED TO ENHANCE THE SAFETY OF THE PROPERTIES. THE ASSOCIATION, CLUB OWNER AND DECLARANT SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTIES, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY, ACCESS CONTROL OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEMS OR MEASURES CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THE DECLARANT, CLUB OWNER, AND THE ASSOCIATION, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AND REPRESENTATIVES ARE NOT INSURERS OF OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS AND THAT EACH PERSON USING THE PROPERTIES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS RESULTING FROM ACCIDENTS, ACTS OF GOD AND ACTS OF THIRD PARTIES.

(b) From time to time, the Association may elect to install video monitoring, alarms and alarm monitoring devices and/or to contract with third parties for the installation, maintenance and/or monitoring of alarms (any such party being referred to herein as a "**Third-Party Alarm Company**") in Common Area improvements, Exclusive Common Area, Attached Units and other improvements where the Association has agreed to assume certain maintenance responsibilities. Notwithstanding the foregoing, the Association shall have no liability or responsibility to any Owner, tenant, Resident, Occupant, invitee or guest in the event that such person or entity sustains any injury, damage or loss as a result of any failure of such alarm or alarm monitoring device, or of any Third-Party Alarm Company, nor shall any Owner have any right to bring separate action against any Third-Party Alarm Company for any failure of such Third-Party Alarm Company, or the facilities or systems installed and monitored by such company, to appropriately monitor or function in connection with such loss. Each Owner, by taking title to any of the Properties, hereby agrees on their own behalf, and on behalf of their guests, tenants, invitees and any other persons that may be present on their property from time to time, to indemnify the Association, and further waives and

with the resolution establishing it.

(b) The Association, through its bulletin boards and publications, may assist community groups, religious groups, civic groups, youth organizations, support groups, and similar organizations in publicizing their meetings, events, and need for volunteer assistance.

(c) The nature and extent of any such assistance shall be in the Board's sole discretion. It is not intended that the Association spend its funds for specific advertising or promotion of events of such volunteer groups unless the Board determines that they merit such support. The Association's contribution will be supplemental to funds raised by the volunteer organization. The Association may also coordinate any such community-wide activity and the funding thereof in such manner as the Association determines in its discretion, or as otherwise may be required by this Declaration.

7.13 Relationship With Tax Exempt Organizations.

(a) Declarant or the Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area to non-profit, tax-exempt organizations, the operation of which confers some benefit upon the Properties, the Association, its Members, or Residents. The Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be an Operating Expense and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("**Code**"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

(b) The Association may maintain multiple-use facilities within the Properties and allow temporary use by tax-exempt organizations. Such use may be on a scheduled or "first- come, first-serve" basis and shall be subject to such rules, regulations and limitations as the Board, in its sole discretion, adopts concerning such use. A reasonable maintenance and use fee may be charged for the use of such facilities.

7.14 Provision of Services to Service Areas; Service Area Designations. Portions of the Properties may be designated as Service Areas for the purpose of receiving from the Association a different level of services, special services or other benefits not provided to all Units within the Properties on the same basis. Service Areas may be designated by Declarant through Supplemental Declarations filed in accordance with Article IX, or may be established by the Board of Directors either (i) on the Board's own accord, or (ii) upon petition of the Owners of ninety percent (90%) of the Units to be included in the proposed Service Area. A Unit may be included in multiple Service Areas established for different purposes. The cost of any special services or benefits, and all maintenance, repairs and replacements the Association provides to a Service Area shall be assessed against the Units within such Service Area as a Service Area Assessment in accordance with Section 8.2. Any Service Area established by the Board upon petition of the Owners within such Service Area may be dissolved or its boundary lines changed upon written consent of the Owners of at least seventy-five percent (75%) of the Voting Interests within such Service Area. Any Service Area established by the Board on its own accord may be dissolved or its boundary lines changed by the Board. During the Class "B" Control Period, a Service Area established by Supplemental Declaration may be dissolved, or its boundary lines changed, by recordation of an amendment to such Supplemental Declaration signed by Declarant and the Owner(s) of the affected property, without the joinder or consent of any other Owner. After the expiration of the Class "B" Control Period, a Service Area established by Supplemental Declaration may only be dissolved, or its boundary lines changed, by (i) written consent or affirmative vote of at least seventy-five percent (75%) of the Voting Interests within such Service Area, and (ii) a majority affirmative vote of the Board of Directors. Upon dissolution of a Service Area, any special services or benefits theretofore available to the Units within such Service Area shall cease.

7.15 Community-Wide Utilities. The Association shall have the right, on behalf of all Owners, to contract

(a) Before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Service Area Operating Expenses for each Service Area on whose behalf Service Area Operating Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent this Declaration or any Supplemental Declaration specifically authorizes the Board to assess certain costs as a Service Area Assessment. Any Service Area Committee created pursuant to the Bylaws may request that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget if the Board agrees to such request. Such budget may, but shall not be required to, include a "Reserve for Replacement" in the Service Area Assessments in order to establish and maintain an adequate reserve fund for the replacement and deferred maintenance of capital items comprising a portion of the Service Area (the "**Service Area Reserves**"). Service Area Reserves, if established, shall be established in accordance with Section 8.3.

(b) Service Area Assessments shall be uniform for all Units within a Service Area that are improved with a detached or attached residence for a single family.

(c) The Board shall send notice of the amount of the Service Area Assessment for the coming year to each Owner of a Unit in the Service Area prior to the beginning of the fiscal year. The Board shall provide a copy of the budget to any Owner upon written request by such Owner.

(d) If the Board fails for any reason to determine the Service Area budget for any year, then until such time as a budget is determined, the budget for the Service Area in effect for the immediately preceding year, increased by five percent (5%), shall continue for the current year.

(e) Notwithstanding anything contained herein to the contrary, the Board shall not be required to prepare a separate budget covering the estimated Service Area Operating Expenses for a newly created Service Area, or provide written notice of the amount of such Service Area Assessments to the Unit Owners liable for same, until thirty (30) days before the first date upon which Service Area Assessments shall be assessed against the Units in such Service Area.

8.3 Budgeting for Reserves and Service Area Reserves. The Board may annually prepare Reserves and Service Area Reserves that the Board determines necessary and appropriate and that take into account the number and nature of replaceable assets maintained, the expected life of each asset, and the expected repair or replacement cost. If established, the Board shall include the required contribution to Reserves or Services Area Reserves in the Base Assessments or Service Area Assessments, as appropriate.

8.4 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted or unanticipated expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Operating Expenses or against the Units within any Service Area if such Special Assessment is for Service Area Operating Expenses. After termination of the Class "B" Control Period, no vote of the Owners shall be required for such Special Assessment (or for any other assessment) except to the extent specifically provided herein. During the Class "B" Control Period, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Class "A" Voting Interests present (in person or by proxy) at a duly called meeting of the Members. In no event, however, shall Declarant pay Special Assessments.

8.5 Specific Assessment.

(a) The Board shall have the power to levy Specific Assessments against a particular Unit or Units constituting less than all Units within the Properties, as follows:

(1) To cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit or Occupants thereof upon request of the Owner pursuant to

pursuant to the foreclosure of a Mortgage (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Mortgagee, in which event, the acquirer of title shall be liable for assessments that became due prior to such sale or transfer to the extent and in such amounts as provided in Section 720.3085, Florida Statutes (2015). Such unpaid assessments shall be deemed to be Operating Expenses collectible from Owners of all Units subject to assessment. For purposes of this Subsection (a), the attorneys' fees, legal expenses and paralegals' fees and shall include reasonable fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction) and appeals.

(b) Failure of the Board to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments.

(c) No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Association.

(d) 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. 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.

8.8 Lien for Assessments.

(a) All assessments authorized in this Article shall constitute a lien against the Unit or property against which they are levied until paid. The lien shall also secure payment of all interest, late charges and reasonable attorneys' fees, legal expenses and paralegals' fees as provided for in Section 8.7(a) above. All such liens shall be continuing liens upon the property against which each assessment is levied until paid and shall relate back to the recording date of this Declaration. Such liens shall be superior to all other liens, except (i) the lien for Club Dues as provided in the Club Plan, (ii) the liens of all taxes, bonds, assessments, including CDD assessments, and other governmental levies which by law would be superior, and (iii) the lien or charge of any first priority Mortgage of record made in good faith and for value.

(b) The Association may bid for a Unit at a foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit, which decisions shall be made by the Board without the need for membership approval. While a Unit is owned by the Association following foreclosure (i) no right to vote shall be exercised on its behalf; and (ii) no assessment shall be levied on it. The Association may sue for unpaid Operating Expenses and costs without foreclosing or waiving the lien securing the same.

(c) The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments.

(d) In the event of a default in the payment of any assessment, the Association may accelerate the assessments then due for up to the next ensuing twelve (12) month period.

budget, it is possible the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the termination of the Class "B" Control Period, Declarant shall have the option to (i) pay any Operating Expenses and Service Area Operating Expenses incurred by the Association that exceed the assessments receivable from Owners (other than the Declarant) and other income of the Association, including without limitation, the Initial Contributions, Resale Contributions, late fees and interest (the "**Deficit**"), or (ii) pay Base Assessments and Service Area Assessments on Units owned by Declarant at the rate of twenty percent (20%) of the Base Assessments and Service Area Assessments assessed to Units owned by Owners other than Declarant, which lesser assessment amount reflects such Declarant-owned Units will not benefit from all maintenance and other services provided by the Association. Notwithstanding any other provision of this Declaration to the contrary, Declarant shall never be required to (i) pay assessments if Declarant has elected to fund the Deficit instead of paying assessments on Units owned by Declarant, (ii) pay Special Assessments or Reserves, or (iii) fund deficits due to non-payment by delinquent Owners. Any surplus assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus assessments to Owners. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for the Deficit, and waiving its right to exclusion from assessments. Upon giving such notice, or upon the termination of the Class "B" Control Period, whichever is sooner, each Unit owned by Declarant shall thereafter be assessed at twenty percent (20%) of the Base Assessments and Service Area Assessments established for Units owned by Owners other than Declarant. Under no circumstances shall Declarant be responsible for any Reserves or Special Assessments even after the termination of the Class "B" Control Period. Declarant shall be assessed only for Units that are subject to this Declaration. Upon transfer of title of a Unit owned by Declarant, the Unit shall be assessed in the amount established for Units owned by Owners other than the Declarant, prorated as of and commencing with the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO FUND DEFICITS IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SPECIFICALLY ELECTS TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2015). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2015), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

(a) Any funds paid to the Association by Declarant prior to the date on which Declarant elects to, or is obligated to, pay assessments on Units then owned by Declarant that are then subject to this Declaration, shall be deemed applicable first, to any Deficit payments due from Declarant to the Association for any prior fiscal years, then to Deficit payments due from Declarant to the Association for the current fiscal year and then to Excess Funding (as hereinafter defined). For example, if in January, 2016 Declarant pays $50,000 to the Association and, either at that time or subsequently, the Association determines that there was a Deficit of $20,000 (not previously funded by Declarant), for fiscal year 2015, $20,000 of the $50,000 paid in January, 2016 by Declarant will be deemed paid to satisfy Declarant's $20,000 Deficit funding obligation for 2015, and the $30,000 balance will be deemed applicable first to any 2016 Deficit funding obligation of Declarant and any excess will be deemed Excess Funding by Declarant, as hereinafter provided.

(b) If Declarant elects to fund the Association's Deficit for any fiscal year, then any amounts paid by Declarant to the Association for such fiscal year in excess of the Deficit ("**Excess Funding**") shall be deemed to have been a loan to the Association to meet cash flow short falls and shall be repaid to Declarant within thirty (30) days after the end of such fiscal year, along with interest on such Excess Funding from the date advanced by Declarant until paid, calculated at the rate per annum equivalent to the Prime Rate of Interest (or any equivalent successor thereto) announced by

9.3 Additional Covenants and Easements. Declarant may subject any portion of the property submitted to this Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure each property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Service Area Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the record title owner(s) of such property, if other than Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

ARTICLE X
ADDITIONAL RIGHTS RESERVED TO DECLARANT AND MATERIAL DISCLOSURES

10.1 Withdrawal of Property. So long as Declarant has the right to annex property pursuant to Section 9.1, Declarant reserves the right to withdraw any portion of the Properties from the coverage of this Declaration. Such withdrawal shall not require the consent of any Person other than the record title owner of the property to be withdrawn.

10.2 Right to Transfer or Assign Declarant Rights. Any and all of the special rights and obligations of Declarant set forth in the Governing Documents may be transferred in whole or in part to other Persons. Such assignment need not be recorded in the Public Records in order to be effective. The foregoing shall not preclude Declarant from permitting other Persons to exercise, on a one (1) time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to execute any written assignment unless necessary to evidence Declarant's consent to such exercise.

10.3 Right to use Common Area.

(a) Declarant hereby reserves the right, for so long as it owns any portion of the Properties, to maintain and carry on upon portions of the Common Area such facilities, activities and events as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction, sale or marketing of Units, including, but not limited to, business offices, signs, model units, and sales offices. Declarant shall have easements for access to and use of such facilities. Declarant, during the course of construction on the Properties, may use Common Area for temporary storage and for facilitating construction on the Properties. Declarant shall not be obligated to pay any use fees, rent or similar charges for its use of Common Area pursuant to this Section or otherwise. Declarant may grant to designees some or all of the rights reserved by it in this Subsection (a).

(b) Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

10.4 Right to Approve Additional Covenants. Except as provided in this Declaration, no Person shall record any declaration of covenants, conditions and restrictions, or declarations of condominium or similar instrument affecting any portion of the Properties without Declarant's review and prior written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant. Neither the Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Declarant or Club Owner or conflict with the provisions of this Declaration or the other Governing Documents.

10.5 Right to Approve Changes in Design Guidelines. Notwithstanding any provision to the contrary in this Declaration, no amendment to or modification of any Use Restrictions and Rules or Design

connection with LAKES OF HARMONY are the property of Declarant. Without limiting any other provision of this Declaration, Declarant may assign its rights hereunder to each Builder.

10.10 Easements. So long as Declarant owns any portion of the Properties, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, telecommunications services; and other purposes over, under, upon and across LAKES OF HARMONY so long as any said easements do not materially and adversely interfere with the intended use of Units previously conveyed to Owners. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Unit, or grant new easements over a Unit, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Unit. As an illustration, Declarant may grant an easement for telecommunications systems, irrigation, drainage lines or electrical lines over any portion of a Unit so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Unit. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Declarant: (i) join in the creation of such easements and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. So long as Declarant owns any portion of the Properties, the Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license without the prior written consent of Declarant which may be granted or denied in its sole discretion.

10.11 Additional Development. If Declarant withdraws portions of the Properties from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

10.12 Representations. Declarant makes no representations concerning development both within and outside the boundaries of the Properties including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of Units and buildings in all other proposed forms of ownership and/or other improvements within the Properties or adjacent to or near the Properties, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

10.13 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF LAKES OF HARMONY, INCLUDING WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF LAKES OF HARMONY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING

RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT THE PROPERTIES TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

10.17 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of the Properties, and may form condominium associations, sub-associations, or cooperatives governing such property. No person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's prior review and prior written consent. Evidence of Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

10.18 Density Transfers. If any party shall develop any portion of the Properties so that the number of Units contained in such portion of the Properties is less than the allowable number of Units allocated by governmental authorities to that particular portion of the Properties, the excess allowable Units not used by the such party (with respect to that portion of the Properties) shall inure to the benefit of Declarant.

10.19 Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the expiration of the Class "B" Control Period, Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of the Properties for various public purposes or for the provision of telecommunications systems, or to make any portions of the Properties part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of the Properties. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS OR FACILITIES. DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION AND DESIGN OF ANY AND ALL COMMON AREAS OR FACILITIES, AT ANY TIME, WITHOUT NOTICE AND AT ITS DISCRETION.

10.20 Sales by Declarant. Notwithstanding the restrictions set forth in Article XXIV, Declarant reserves for itself, and on behalf of Builders, the right to sell Units for Occupancy to Persons between forty-five (45) and fifty-five (55) years of age; provided, such sales shall not affect compliance with all applicable State and Federal laws under which the LAKES OF HARMONY may be developed and operated as an age-restricted community.

10.21 Reserved Rights. Notwithstanding any provision of this Declaration to the contrary, Declarant and its assigns shall have the right to: (i) develop and construct Units, Common Areas and related improvements within the Properties, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Units and (b) residences and properties located outside of the Properties, general office and construction operations within the Properties; (iii) place, erect or construct portable, temporary or accessory buildings or structures within the Properties for sales, construction storage or other purposes; (iv) temporarily deposit,

(12) The perpetual right of Declarant to access and enter the Common Areas at any time, even after the expiration of the Class "B" Control Period, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Declarant unfettered access, ingress and egress to the Common Areas so that Declarant and/or its agents can perform all tests and inspections deemed necessary by Declarant. Declarant shall have the right to make all repairs and replacements deemed necessary by Declarant. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant relative to any portion of the Common Areas; and

(13) The rights of Declarant, the Association and/or Club Owner reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

(b) Any Owner may extend his or her right of use and enjoyment to the members of his or her family who are residing in the Unit, residential lessees of the Unit, and social invitees; provided, however, that if an Owner leases his or her Unit to a residential lessee, such lessee of the Unit shall have the exclusive right to use the Common Area, and the Owner (and their family and invitees) shall have no right to use the Common Area during the term of the lease.

11.2 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered on a Unit or the Common Area (in accordance with the terms of these restrictions). However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, Occupant, or the Association.

11.3 Easements for Utilities. There are hereby reserved unto Declarant, so long as Declarant owns any portion of the Properties, and hereby granted to the Association, the CDD, and the designees of each, access and maintenance easements upon, across, over, and under all of the Properties to the extent necessary for the purpose of installing, replacing, repairing, and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, irrigations equipment and lines, and all utilities, including, but not limited to, water, sewer, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property that any such holder owns or within easements designated for such purposes on recorded plats of the Properties. This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit, and except in an emergency, entry onto any Unit shall be made only after notice to the Owner or Occupant.

11.4 Easements to Serve Additional Property. Declarant hereby reserves for itself and its duly authorized agents, representatives, successors, successors-in-title, assigns, licensees, and mortgagees, a perpetual nonexclusive easement over the Common Area for the purposes of enjoyment, use, access, and development of the Properties, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property.

11.5 Easement for Maintenance, Emergency and Enforcement.

(a) Declarant, the Association and their respective designees shall have the right, but not the obligation, to enter upon any Unit and upon any Neighborhood Property for emergency, security,

maintenance of utilities or which may obstruct or retard the flow of water through the Properties or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

11.9 Club Easements. A non-exclusive easement shall exist in favor of the Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Areas, and portions of the Properties necessary for ingress, egress, access to, construction, maintenance and/or repair of the Club. Club Owner, Club employees, agents, invitees, guests, any manager of the Club, and all members of the Club shall be given access to the Club on the same basis as Owners, but without any charge therefor (in the term of assessments or otherwise).

11.10 Easement for Use of Private Streets. Declarant hereby creates a perpetual, non-exclusive easement for access, ingress and egress over the private streets within the Properties, for law enforcement, firefighting, paramedic, rescue and other emergency vehicles, equipment and personnel; for school buses, for U.S. Postal Service delivery vehicles and personnel; private delivery or courier services; and for vehicles, equipment and personnel providing garbage collection service to the Properties; provided, such easement shall not authorize any such Persons to enter the Properties except while acting in their official capacities.

11.11 Neighborhood Access Easement. Declarant hereby creates a perpetual, non-exclusive easement in favor of all Owners for vehicular and pedestrian access, ingress, and egress to the Neighborhoods so that all Owners have free and unimpeded access to such Neighborhoods, subject only to such controls and restrictions as are imposed by the Association.

ARTICLE XII
EXCLUSIVE COMMON AREA

12.1 Purpose. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners, Occupants and invitees of Units within a particular Service Area. By way of illustration and not limitation, Exclusive Common Area may include entry features, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular Service Area. All costs associated with maintenance, repair, replacement, and insurance of Exclusive Common Area shall be assessed as a Service Area Assessment against the Owners of Units in Service Areas to which the Exclusive Common Area is assigned.

12.2 Designation.

(a) Initially, Declarant shall designate any Exclusive Common Area and shall assign the exclusive use thereof pursuant to this Declaration, the deed conveying the Common Area to the Association, on the Plat, or by amendment or Supplemental Declaration to this Declaration. No such assignment shall preclude Declarant from later assigning use of the same Exclusive Common Area to additional Units and/or Service Areas so long as Declarant has a right to subject additional property to this Declaration.

(b) Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of a particular Service Area and Exclusive Common Area may be reassigned upon the vote of a majority of the Class "A" votes within the Service Area(s) to which the Exclusive Common Area are assigned, if applicable, and within the Service Area(s) to which the Exclusive Common Area are to be assigned. As long as Declarant owns any property subject to this Declaration or has the right to subject additional property to this Declaration, any such assignment or reassignment shall also require Declarant's prior written consent.

12.3 Use by Others. The Association may, upon approval of a majority of the members of the Service Area Committee for the Service Area(s) to which certain Exclusive Common Area is assigned,

revenue backed bonds. The CDD may issue both long term debt and short term debt to finance the Public Infrastructure. The principal and interest on the special assessments bonds may be repaid through non ad valorem special assessments (the "**District Debt Service Assessments**") levied on all benefiting properties in the CDD, which property has been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds (the "**District Revenue Bonds**") may be repaid through user fees, franchise fees or other use related revenues. In addition to the bonds issued to fund the Public Infrastructure costs, the CDD may also impose an annual non ad valorem special assessment to fund the operations of the CDD and the maintenance and repair of its Public Infrastructure and services (the "**District Maintenance Special Assessments**").

14.3 CDD Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of the County and disbursed to the CDD. The homestead exemption is not applicable to the CDD assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The initial amount of the District Debt Service Assessments per year per Unit and the total amount of District Maintenance Special Assessments are unknown at this time. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will he determined by the CDD. Any future CDD assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Unit. Failure to pay such sums may result in loss of property. The CDD may construct, in part or in whole, by the issuance of Bonds certain facilities that may consist of roads, utilities and/or drainage system, as the CDD determines in its sole discretion.

14.4 Common Areas and Facilities Part of CDD. Portions of the Common Areas may be conveyed to the CDD. Such Facilities will be part of the CDD and the CDD shall govern the use and maintenance of the Facilities. Some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Areas once conveyed to the CDD. ANY CONVEYANCE OF COMMON AREAS TO THE CDD SHALL IN NO WAY INVALIDATE THIS DECLARATION. Declarant may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to either the CDD or the Association. If conveyed to the CDD, such Common Areas shall become part of the CDD's Facilities. The CDD or Association may promulgate membership rules, regulations and/or covenants that may outline use restrictions for the Facilities, or Association's responsibility to maintain the Facilities, if any. The establishment of the CDD and the inclusion of Facilities in the CDD will obligate each Owner to become responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the construction and operation of the Facilities as set forth in this Section.

14.5 Facilities Owned by CDD. The Facilities may be owned and operated by the CDD or owned by the CDD and maintained by the Association. The Facilities may be owned by a governmental entity other than the CDD. The Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities

14.6 Declarant Easement. The CDD Facilities are hereby encumbered with the perpetual right of Declarant to access and enter the CDD Facilities at any time, even after the expiration of the Class "B" Control Period, for the purposes of inspection and testing of the CDD Facilities. Notice is hereby provided to the CDD and each Owner that Declarant shall have unfettered access and an easement

and losses caused by such lessees, guests or Occupants, notwithstanding the fact that such lessees, guests, or Occupants of the Unit are also fully liable for any violation of the Governing Documents. Should the Declarant, an Owner or the Association be required to enforce the provisions of this Section, the reasonable attorneys' and paralegals' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' and paralegals' fees and costs incurred on appeal of any judicial proceedings that may be brought and including any fees incurred in the context of creditor's rights proceedings, to the extent permitted by law (e.g., bankruptcy), shall be collectible from the party against which enforcement is sought.

15.3 Covenants Enforcement. Acting in accordance with the provisions of this Declaration, the Bylaws, and any resolutions the Board of Directors may adopt, the Board may appoint a Covenants Committee of at least three (3) and no more than seven (7) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee of the Association. The Covenants Committee shall hold those hearings required by Florida Statutes §720.305(2)(a) (2015).

15.4 Sanctions. The Association may suspend, for a reasonable period of time, the rights of an Owner or Owner's tenants, guests or invitees, or both, to use Common Areas and may levy reasonable fines, not to exceed One Hundred Dollars ($100.00) per violation or One Hundred Dollars ($100.00) per day for a continuing violation, against any Owner or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. There shall be no limit to the aggregate amount of the fine that may be imposed for continuing violations of this Declaration. Any fine of One Thousand Dollars ($1,000.00) or more shall constitute a lien against the applicable Unit, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

15.5 Hearing Procedure.

(a) The Board shall have the authority to adopt notice and hearing procedures provided such procedures comply with Section 720.305, Florida Statutes. A fine or suspension (a late charge shall not constitute a fine) may not be imposed without first providing notice to the Person sought to be fined or suspended and an opportunity for a hearing before the Covenants Committee in accordance with the procedures adopted by the Board. If the Covenants Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Covenants Committee approves a suspension, it shall be immediately applicable. If the Covenants Committee approves a proposed fine, it shall be immediately due in an amount equal to the number of days such person, or property, has been in violation of this Declaration, multiplied by the per day fine approved by the Covenants Committee (and fines for continuing infractions shall thereafter be due daily without further notice, demand or opportunity for hearing).

(b) The requirements of Section 15.5(a) do not apply to the imposition of suspensions or fines upon any Owner because of the failure of the Owner to pay assessments or other charges when due; however, any such suspension must be approved at a properly noticed meeting of the Board of Directors. In the event of these types of infractions, the Association may impose fines or sanctions without affording the Person to be sanctioned or fined a hearing.

15.6 No Waiver. The rights of Declarant, the Club Owner, any Owner or the Association under the Governing Documents or the Club Plan shall be cumulative and not exclusive of any other right or available remedy. Declarant's, Club Owner's, any Owner's, or the Association's pursuit of any one or more of the rights or remedies provided for in this Article XV shall not preclude pursuit of any other right, remedy or remedies provided in the Governing Documents or any other right, remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination. Declarant's, Club Owner's, any Owner's, or the Association's pursuit of any or more of its rights or remedies shall not constitute an election of remedies excluding the election of another right, remedy or other remedies, or a forfeiture or waiver of any right or remedy or of any damages or other sums accruing to Declarant, the Club Owner, such Owner or the Association by reason of

NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(e) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SFWMD, the CDD and the Declarant, its successors and assigns.

(f) SFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the CDD to compel it to correct any outstanding problems with the SWMS.

(g) Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of SFWMD.

(h) If the CDD shall cease to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility as explained in the Permit.

(i) No Owner may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the Permit or Plat, unless prior approval is received from the SFWMD.

(j) Each Owner at the time of the construction of a building, residence, or structure shall comply with the construction plans for the SWMS approved and on file with SFWMD.

(k) Owners shall not remove native vegetation (including cattails) that becomes established within the retention/detention ponds abutting their Unit. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities to SFWMD.

(l) No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity within the 100-year floodplain described in the approved plan and/or record Plat of the subdivision unless prior approval is received from SFWMD pursuant to environmental resource permitting.

(m) No Owner may undertake any roadway improvements within this development unless prior written authorization or notification of exemption is received from SFWMD pursuant to environmental resource permitting.

16.2 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the CDD's responsibilities for the SWMS, unless the amendment has been consented to in writing by SFWMD. Any proposed amendment which would affect the SWMS must be submitted to SFWMD for a determination of whether the amendment necessitates a modification of the Permit.

ARTICLE XVII
MORTGAGEE PROVISIONS

So long as required by the Federal National Mortgage Association ("**FNMA**"), U.S. Department of Housing and Urban Development ("**HUD**"), and/or Veterans Administration ("**VA**"), the provisions below apply.

17.1 Notices of Action. Any Mortgagee and shall be entitled to timely written notice of:

Article shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

18.2 Transfer or Dedication of Common Area. The Association may dedicate portions of the Common Area to the County, or to any other local, state, or federal governmental or quasi-governmental entity. No conveyance or encumbrance of the Common Area may deprive any Unit of rights of access or support.

18.3 Control of Pets; Enforcement of Laws Governing Pets. The requirements of Owners to control their pets on all private property, public property and Common Area within LAKES OF HARMONY may be governed by applicable local laws. Notwithstanding the foregoing, the Association shall have the right, but not the obligation, to promulgate additional rules and restrictions regarding pet ownership and control. In the event the Association promulgates any such rules, the more restrictive of the Association's rules or the applicable local laws shall apply. The Association does not grant and shall not grant permission to any Person to allow any animal to run at large (i.e. unleashed) upon any property in LAKES OF HARMONY. In addition, if requested by any governmental authority with jurisdiction over this matter or if necessary to effectuate enforcement by such governmental authority, the Association shall provide written confirmation to the governmental authority that the Association does not grant such permission. The responsibility for enforcement of any laws rests solely with the applicable governmental authority and the Association disclaims responsibility for such enforcement.

ARTICLE XIX
AMENDMENT OF DECLARATION

19.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Class "B" Control Period, Declarant may unilaterally amend this Declaration for any purpose, except as expressly limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of the Properties; (ii) additions or deletions from the Properties and/or the properties comprising the Common Areas; (iii) changes in the Use Restrictions and Rules; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Units. Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Declarant may create easements over, under and across Units conveyed to Owners, provided that such easements do not prohibit the use of Units as residential dwellings. In the event the Association shall desire to amend this Declaration prior to the termination of the Class "B" Control Period, the Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the termination of the Class "B" Control Period. Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

19.2 By the Association.

(a) After the termination of the Class ""B" Control Period, this Declaration may be amended with the approval of (i) majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the Members. Such votes must be cast at a Members' meeting called for the purpose of considering the proposed amendment and may be cast in person, by proxy, by written absentee ballot, or any combination thereof. The Association shall give Declarant and Club Owner sixty (60) days' prior written notice of its intent to amend this Declaration, along with their proposed written amendment, in accordance with the notice provisions contained in Section 20.2, or by prepaid, certified mail, return receipt requested. Declarant and/or

approve loans secured by Mortgages on Units. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

ARTICLE XX
MISCELLANEOUS PROVISIONS

20.1 Exhibits. Exhibits A, B, C, D, E and F attached to this Declaration are incorporated herein and made a part hereof by this reference.

20.2 Notices. Unless otherwise provided in this Declaration, each notice or communication given under this Declaration shall be deemed delivered and received if in writing and either: (i) personally delivered; (ii) delivered by reliable overnight air courier service; (iii) deposited with the United States Postal Service or any official successor thereto, first-class or higher priority, postage prepaid, and delivered to the addressee's last known address at the time of such mailing; or (iv) when transmitted by any form of Electronic Transmission.

20.3 Conflicts. If there is any conflict between the provisions of Florida law, the Articles of Incorporation, the Bylaws and this Declaration, the provisions of Florida law, this Declaration, the Articles and the Bylaws, in that order, shall prevail. If there is any conflict between the provisions of this Declaration and the Club Plan the provisions of the Club Plan shall prevail.

20.4 Applicable Law. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the Public Records, except to the extent provided otherwise as to any particular provision of the Florida Statutes.

20.5 Termination of Rights Reserved by Declarant. Notwithstanding anything contained in this Declaration to the contrary, as to any right reserved by Declarant in this Declaration, such right may be terminated at any time by Declarant, in Declarant's sole discretion and without the consent of the Association or its Board or Members, by written instrument recorded among the Public Records, and thereafter Declarant shall have no right or obligation to exercise any such terminated right.

20.6 Authority of Board. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by the Board. The Association and Owners shall be bound thereby.

20.7 Municipal Service Taxing or Benefit Units. In order to perform the services contemplated by this Declaration, the Association or Declarant, in conjunction with local governmental authorities, may seek the formation of special purpose municipal service taxing units ("**MSTUs**") or municipal service benefit units ("**MSBUs**"). The MSTUs or MSBUs will have responsibilities defined in their enabling resolutions which may include, but are not limited to, maintaining roadway informational signs, traffic control signs, benches, trash receptacles and other street furniture, keeping all public roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage structures, maintenance of designated landscape areas, payment of energy charges for street and pedestrian lighting, and other services benefiting the Properties. In the event such MSTUs or MSBUs are formed, the Properties will be subject to ad valorem taxes or special assessments for the cost of services performed within the MSTU or MSBU and personnel working for or under contract with local governmental authorities shall have the right to enter upon lands within the Property to affect the services contemplated. The Association retains the right to contract with local governmental authorities to provide the services funded by the MSTU or MSBU.

20.8 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

21.3. If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the Owner and the Declarant, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

21.4. The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Article XXI. By acceptance of a deed to a Unit, each Owner specifically agrees (i) that any Dispute involving Declarant's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Declarant may, at its sole election, include Declarant's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

21.5. To the fullest extent permitted by applicable law, by acceptance of a deed to a Unit, each Owner specifically agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, by acceptance of a deed to a Unit, each Owner agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

21.6. Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

21.7. An Owner may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

21.8. Declarant supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

(a) Notwithstanding the requirements of arbitration stated in this Article XXI, each Owner shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

(b) Declarant agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees

Family shall be entitled to use the Recreational Facilities if they meet all of the following conditions: (i) said child or children are age twenty-one (21) or less; (ii) such child or children are not married or co-habitating with any third party; (iii) said children do not have custodial children of their own (i.e., grandchildren of the Unit Owner); and (iv) said children reside with the Owner in the Unit on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If a Unit is owned by two (2) or more natural persons who are not a Family, or is owned by an entity that is not a natural person, the Owner of the Unit shall be required to select and designate one (1) Family as defined above to utilize the Recreational Facilities. The Association may restrict the frequency of changes in such designation when there is no change in ownership of the Unit. The Association shall have the right to determine from time to time, and at any time, in the Association's sole discretion, the manner in which the Recreational Facilities will be made available for use, and the Association may make such facilities open and available to the public for such fees and charges as the Association may determine from time to time in its sole discretion.

22.3 General Restrictions. Each Owner and their Family entitled to use the Recreational Facilities shall comply with following general restrictions:

(a) Minors are permitted to use the Recreational Facilities; provided, however, parents are responsible for the actions and safety of such minors and any damages caused by such minors. Parents are responsible for the actions and safety of such minors and any damages to the Recreational Facilities caused by such minors. The Association may adopt reasonable rules and regulations from time to time governing minors' use of the Recreational Facilities, including without limitation, requirements that minors be accompanied by adults while using the Recreational Facilities. Children under the age of sixteen (16) shall be accompanied by an adult at all times during which such minor child is using the Recreational Facilities.

(b) Each Owner assumes sole responsibility for the health, safety and welfare of such Owner, his or her Family and guests, and the personal property of all of the foregoing, and each Owner shall not allow any damage the Recreational Facilities or interfere with the rights of other Owners hereunder. Neither the Declarant nor the Association shall be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including without limitation, wallets, books and clothing left in the Recreational Facilities.

(c) Each Owner and their Family entitled to use the Recreational Facilities, guest or other person who, in any manner, makes use of the Recreational Facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the Recreational Facilities, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Recreational Facilities, caused by such Owner, his or her Family and guests. No Owner may use the Recreational Facilities for any society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Association, which consent may be withheld for any reason.

22.4 Recreational Facilities Personal Property. Property or furniture used in connection with the Recreational Facilities shall not be removed from the location in which it is placed or from the Recreational Facilities.

22.5 Indemnification of Declarant and Association. By the use of the Recreational Facilities, each Owner, his or her Family, and guests agrees to indemnify and hold harmless the Declarant and the Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Recreational Facilities by Owners, their Family and

FACILITIES AND WHETHER OR NOT ANY SUCH UNIT IS LOCATED NEAR OR ADJACENT TO THE GOLF FACILITIES. BY ACCEPTANCE OF A DEED TO A UNIT EACH OWNER ACKNOWLEDGES THE DECLARANT, CLUB OWNER, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO SUCH OWNER, MEMBERS OF HIS OR HER FAMILY, GUESTS OR INVITEES, BECAUSE OF NOISE ASSOCIATED WITH USE OR MAINTENANCE OF THE GOLF FACILITIES, OR BECAUSE OF ANY DAMAGE OR INJURY CAUSED TO OWNER, HIS OR HER FAMILY, GUESTS, INVITEES, LICENSEES, EMPLOYEES, AND AGENTS, OR TO PROPERTY OF OWNER, HIS OR HER FAMILY, GUESTS, INVITEES, LICENSEES, EMPLOYEES, AND AGENTS FROM THE FLIGHT OF ERRANT GOLF BALLS, FROM PERSONS RECOVERING GOLF BALLS, OR FROM OTHER ACTS OF PERSONS ARISING OUT OF, OR ASSOCIATED WITH, USE OF THE GOLF FACILITIES. BY ACCEPTANCE OF A DEED TO ANY UNIT EACH OWNER WAIVES ANY CLAIMS OR CAUSES OF ACTION WHICH HE OR SHE, HIS OR HER FAMILY, GUESTS, INVITEES, LICENSEES, EMPLOYEES, OR AGENTS MAY HAVE AGAINST THE DECLARANT, CLUB OWNER, AND THE ASSOCIATION ARISING OUT OF SUCH PERSONAL INJURY OR PROPERTY DAMAGE. BY ACCEPTANCE OF SAID DEED TO A UNIT, EACH OWNER ACKNOWLEDGES THAT HE OR SHE KNOWS AND APPRECIATES THE NATURE OF ALL RISKS BOTH APPARENT AND LATENT ASSOCIATED WITH LIVING IN A GOLF COURSE COMMUNITY AND EXPRESSLY ASSUMES THE RISKS OF PERSONAL INJURY OR PROPERTY DAMAGE THAT MAY OCCUR IN CONNECTION WITH SUCH RISKS.

23.3 Easement for Benefit of Golf Facilities. All permitted users of the Golf Facilities, including guests, customers and invitees of the Club Owner, shall have an easement, or easements, over and across the Common Areas for the purpose of providing access to, and facilitating the use of, the Golf Facilities. In addition, an easement is hereby created as to all portions of the Properties, including all Units in favor of the permitted users of the Golf Facilities and their permitted guests and invitees, to permit the doing of every act necessary and incident to the playing of golf on the Golf Facilities and to permit the doing of every act necessary and incident to maintaining the Golf Facilities. These acts shall include without limitation, the recovery of golf balls from any Unit, the flight of golf balls over and upon any Unit, the creation of the usual noise level associated with the playing of the game of golf, the creation of the usual noise level associated with maintenance of a golf course, the driving of machinery and equipment used in connection with maintenance of a golf course over and upon the Properties and the Golf Facilities, together with all such other common and normal activities associated with the game of golf and with all such other common and normal activities associated with the maintenance and operation of a golf course. Such noises and activities may occur on or off the Golf Facilities, throughout the day from early morning until late evening.

23.4 Additional Restrictions, Easements and Conditions. No Owner, and no guest, invitee, tenant, employee, agent or contractor of any Owner, shall at any time interfere in any way with golf play on the Golf Facilities, whether in the form of physical interference, noise, harassment of players or spectators, or otherwise. Each Owner (for such Owner and its tenants, guests and invitees) recognizes, agrees and accepts that: (i) operation of a golf course and related facilities will often involve parties and other gatherings (whether or not related to golf, and including without limitation weddings and other social functions) at or on the Golf Facilities, tournaments, loud music, use of public address systems and the like, occasional supplemental lighting and other similar or dissimilar activities throughout the day, from early in the morning until late at night; (ii) by their very nature, golf courses present certain potentially hazardous conditions that may include, without limitation, lakes or other bodies of water and man-made or naturally occurring topological features such as washes, gullies, canyons, uneven surfaces and the like; and (iii) neither such Owner nor its tenants, guests, and invitees shall make any claim against the Declarant, Club Owner, the Association, any committee of the Association, any sponsor, promoter or organizer of any tournament or other event, or the owner or operator of any golf course within, adjacent to or near the Properties (or any affiliate, agent, employee or representative of any of the foregoing) in connection with the matters described

XXIV, in conspicuous type in any lease or other Occupancy agreement or contract of sale relating to such Owner's Unit, which agreements or contracts shall be in writing and signed by the lessee or purchaser and for clearly disclosing such intent to any prospective lessee, purchaser, or other potential Occupant. Every Lease Agreement (as defined herein) for a Unit shall provide that failure to comply with the requirements and restrictions of this Article XXIV shall constitute a default under the Lease Agreement.

(d) Any Owner may request in writing that the Board make an exception to the requirements for an Age-Qualified Occupant of this Article XXIV with respect to a Unit, based on documented hardship. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Act would still be met.

(e) In the event of any change in Occupancy of any Unit, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location, or otherwise, the Owner of the Unit shall immediately notify the Board in writing and provide to the Board the names and ages of all current Occupants of the Unit and such other information as the Board may reasonably require to verify the age of each Occupant required to comply with the Act. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in Occupancy occurs, the Association may levy monetary fines against the Owner and the Unit for each day after the change in Occupancy occurs until the Association receives the required notice and information, regardless of whether the Occupants continue to meet the requirements of this Article XXIV, in addition to all other remedies available to the Association under this Declaration and Florida law.

24.2 Monitoring Compliance; Appointment of Attorney-in-Fact. The Association shall be responsible for maintaining records to support and demonstrate compliance with the Act. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Article XXIV and the Act, including policies regarding visitors, updating of age records, the granting of exemptions to compliance and enforcement. The Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their lessees and Mortgagees upon reasonable request.

24.3 Enforcement. The Association may enforce this Article XXIV by any legal or equitable manner available, as the Board deems appropriate, including, without limitation, conducting a census of the Occupants of Units, requiring that copies of birth certificates or other proof of age for one (1) Age-Qualified Occupant per Unit be provided to the Board on a periodic basis, and taking action to evict the Occupants of any Unit that do not comply with the requirements and restrictions of this Article XXIV. The Association's records regarding individual members shall be maintained on a confidential basis and not provided except as legally required to governing authorities seeking to enforce the Act. Each Owner shall fully and truthfully respond to any Association request for information regarding the Occupancy of Units which, in the Board's judgment, is reasonably necessary to monitor compliance with this Article XXIV. Each Owner hereby appoints the Association as its attorney-in-fact for the purpose of taking legal or equitable action to dispossess, evict, or otherwise remove the Occupants of any Unit as necessary to enforce compliance with this Article XXIV.

24.4 Compliance. Each Owner shall be responsible for ensuring compliance of its Unit with the requirements and restrictions of this Article XXIV and the Association rules adopted hereunder, by itself and by its lessees and other Occupants of its Unit. Each Owner, by acceptance of title to a Unit, agrees to indemnify, defend and hold Declarant, any affiliate of Declarant and the Association harmless from any and all claims, losses, damages and causes of action which may arise from failure of such Owner's Unit to so comply. Such defense costs shall include, but not be limited to, attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

[Signatures on Following Page]

JOINDER

LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this MASTER DECLARATION FOR LAKES OF HARMONY (this "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 8th day of December, 2015.

WITNESSES:

Print Name: Lori E. Joyce

Print Name: Tracy Griffith

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

By: _____
Name: Bill Kouwenhoven
Title: President

{CORPORATE SEAL}

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 8 day of December, 2015, by Bill Kouwenhoven, as President of LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My commission expires:

LORI E. JOYCE
MY COMMISSION EXPIRES
September 19, 2019
#FF 233387
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC, State of Florida at Large

Print Name: Lori E. Joyce

S13°33'58"E, A DISTANCE OF 131.27 FEET; THENCE S10°16'46"E, A DISTANCE OF 60.80 FEET; THENCE S14°47'32"E, A DISTANCE OF 34.92 FEET; THENCE S17°26'30"W, A DISTANCE OF 84.64 FEET; THENCE S02°44'13"W, A DISTANCE OF 49.55 FEET; THENCE S21°35'31"W, A DISTANCE OF 60.34 FEET; THENCE S25°15'36"W, A DISTANCE OF 91.16 FEET; THENCE S25°15'18"W, A DISTANCE OF 94.11 FEET; THENCE S22°10'48"W, A DISTANCE OF 104.34 FEET; THENCE S26°48'51"W, A DISTANCE OF 72.16 FEET; THENCE S14°15'42"W, A DISTANCE OF 71.76 FEET; THENCE S21°02'54"W, A DISTANCE OF 72.40 FEET; THENCE S19°10'52"W, A DISTANCE OF 45.87 FEET; THENCE S16°12'33"W, A DISTANCE OF 55.65 FEET; THENCE S23°48'49"W, A DISTANCE OF 65.47 FEET; THENCE S14°44'16"W, A DISTANCE OF 55.39 FEET; THENCE S29°19'28"W, A DISTANCE OF 66.64 FEET; THENCE S35°07'44"W, A DISTANCE OF 54.60 FEET; THENCE S37°26'03"W, A DISTANCE OF 47.46 FEET; THENCE S30°01'40"W, A DISTANCE OF 40.75 FEET; THENCE N40°03'00"W, A DISTANCE OF 172.23 FEET; THENCE N71°53'59"W, A DISTANCE OF 459.22 FEET; THENCE N23°03'47"W, A DISTANCE OF 282.17 FEET; THENCE N20°13'58"E, A DISTANCE OF 107.92 FEET; THENCE N37°50'34"W, A DISTANCE OF 117.19 FEET; THENCE N15°10'41"E, A DISTANCE OF 176.58 FEET; THENCE N00°14'02"E, A DISTANCE OF 191.84 FEET; THENCE N45°53'52"W, A DISTANCE OF 128.23 FEET; THENCE WEST, A DISTANCE OF 74.11 FEET; THENCE S55°20'14"W, A DISTANCE OF 120.56 FEET; THENCE WEST, A DISTANCE OF 58.85 FEET; THENCE N55°16'56"W, A DISTANCE OF 51.54 FEET; THENCE S82°52'47"W, A DISTANCE OF 62.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.34 ACRES, MORE OR LESS.

TOGETHER WITH:

TRACT C-2 AS DEPICTED ON THE PLAT FOR "HARMONY PHASE THREE," ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 20, PAGE 120, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PREPARED BY AND RETURN TO:
Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2200
Tampa, Florida 33602

----------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA----------

FIRST AMENDMENT TO MASTER DECLARATION FOR LAKES OF HARMONY

THIS FIRST AMENDMENT TO THE MASTER DECLARATION FOR LAKES OF HARMONY (this "**First Amendment**") is made by BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership (the "**Declarant**") and joined in by LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The Declarant recorded the Master Declaration for Lakes of Harmony in Official Records Book 4895, Page 1122, of the Public Records of Osceola County, Florida (the "**Declaration**").

B. Pursuant to Article XIX, Paragraph 19.1 of the Declaration, the Declarant may amend the Declaration until termination of Class "B" Control Period without the joinder or consent of any person or entity.

C. Class B Control Period has not terminated.

NOW THEREFORE, the Declarant hereby amends the Declaration as set forth herein.

Words in the text which are lined through (~~————~~) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

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

Recorded in Osceola County, FL ARMANDO RAMIREZ, CLERK OF COURT 07/05/2016 10:45:08 AM RECEIPT # 1849417
Rec Fees 222.50 EXTRA NAMES
CFN# 2016101736 BK 4986 PG 2778 PAGE 1 OF 26

3. Article II, Paragraph 2.1 is hereby amended as follows:

2.1 Age-Qualified Occupant. A natural person who is fifty-five (55) years of age or older who has designated the Unit as the Age-Qualified Occupant's ~~primary~~ residence. ~~Occupancy as a primary residence shall be established by the mailing address for the individual, official address on file for voter registration or driver's license or other means to establish legal residency under Florida law.~~

4. Article II, Paragraph 2.14 is hereby amended as follows:

2.14 Club. The ~~LAKES OF HARMONY~~ HARMONY GOLF PRESERVE CLUB, including the Club Property and Club Facilities (as defined in the Club Plan) provided for the Owners pursuant to the provisions of the Club Plan. The Club and Club Facilities will be owned and controlled by the Club Owner (as defined in the Club Plan) and not by the Association.

5. Article II, Paragraph 2.15 is hereby amended as follows:

2.15 Club Plan. THE ~~LAKES OF HARMONY~~ HARMONY GOLF PRESERVE CLUB PLAN, together with all amendments and modifications thereof. A copy of the Club Plan is attached hereto as **Exhibit F** and made a part hereof. This Declaration is subordinate in all respects to the Club Plan.

6. The Club Plan attached as Exhibit F to the Declaration is hereby amended and replaced with the Club Plan attached as **Schedule 1** to this First Amendment and incorporated herein by this reference.

7. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

8. This First Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Osceola County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this First Amendment to be executed by its duly authorized representative as of this 30th day of June, 2016.

WITNESSES:

Print Name: Amber Sambrano

Print Name: KENT FOREMAN

"DECLARANT"

BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership

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

By: _____
Name: Robert Glantz
Title: Authorized Agent

[Company Seal]

STATE OF FLORIDA
COUNTY OF ~~MANATEE~~ Osceola

The foregoing instrument was acknowledged before me this 30 day of June, 2016, by Robert Glantz, as Authorized Agent of VII GP HARMONY, L.L.C., a Delaware limited liability company, as General Partner of BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership. He/She [is personally known to me] [has produced _____ as identification].

CATHERINE M. BORDES
MY COMMISSION #FF163165
EXPIRES September 25, 2018
(407) 398-0153 FloridaNotaryService.com

Catherine M. Bordes
Catherine M. Bordes

JOINDER

LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the First Amendment to Master Declaration for Lakes of Harmony (the "**First Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the terms provided in the First Amendment and does not affect the validity of the First Amendment as the Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30th day of June, 2016.

WITNESSES:

Print Name: Amber Saunders

Print Name: Clayton Tullos

"ASSOCIATION"

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

By: _____
Bill Kouwenhoven
President

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ~~MANATEE~~ Osceola

The foregoing instrument was acknowledged before me this 30 day of June, 2016, by Bill Kouwenhoven, as President of LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

CATHERINE M. BORDES
MY COMMISSION #FF163165
EXPIRES September 25, 2018
(407) 398-0153 FloridaNotaryService.com

Notary Public
Print Name: Catherine M. Bordes

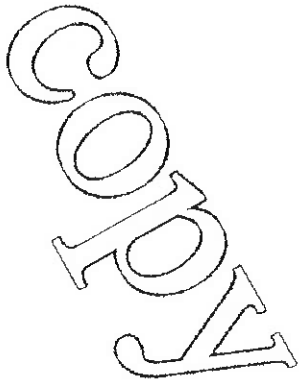
My Commission Expires: Sept. 25, 2018

#4854236 v1

SCHEDULE 1

Club Plan

[See Attached]



PREPARED BY AND RETURN TO:
Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2200
Tampa, Florida 33602

HARMONY GOLF PRESERVE

CLUB PLAN

TABLE OF CONTENTS

1. Definitions 2
2. Benefits of Club 3
3. Club Facilities 4
4. Persons Entitled to Use the Club 5
5. Ownership and Control of the Club 6
6. Club Dues 6
7. Initial Club Contribution 7
8. [Intentionally Omitted] 8
9. Creation of the Lien and Personal Obligation 8
10. Operations 9
11. [Intentionally Omitted] 9
12. Attorneys' Fees 9
13. Rights to Pay and Receive Reimbursement 9
14. General Restrictions 10
15. Violation of the Club Rules and Regulations 11
16. Destruction 11
17. Risk of Loss 11
18. Eminent Domain 12
19. Additional Indemnification of Club Owner 12
20. Estoppels 12
21. No Waiver 13
22. Franchises and Concessions 13
23. Resolution of Disputes 13
24. Venue 14
25. Release 15
26. Amendment 15
27. Severability 16
28. Notices 16
29. Florida Statutes 16
30. Headings 16
31. Legal Expenses 16

LIST OF EXHIBITS:

Exhibit A Club Property
Exhibit B Legal Description of LAKES OF HARMONY

HARMONY GOLF PRESERVE CLUB PLAN

BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership (the "**Club Owner**"), is presently the owner of the real property described on **Exhibit A**, attached hereto and made a part hereof (the "**Club Property**"). Club Owner hereby declares that the real property comprising LAKES OF HARMONY (as amended and supplemented from time to time as hereinafter permitted) shall be subject to the restrictions, covenants, terms and conditions set forth in this Club Plan. THE ASSOCIATION AND EACH OWNER SHALL BE BOUND BY AND COMPLY WITH THIS CLUB PLAN. ALTHOUGH THIS CLUB PLAN IS AN EXHIBIT TO THE MASTER DECLARATION FOR LAKES OF HARMONY (THE "**DECLARATION**"), THE DECLARATION IS SUBORDINATE AND INFERIOR TO THIS CLUB PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THIS CLUB PLAN AND THE DECLARATION, THIS CLUB PLAN SHALL CONTROL.

1. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

"**Assessments**" shall mean any and all assessments and charges levied by the Association in accordance with the Declaration.

"**Club**" shall mean the Club Property and all facilities constructed thereon subject to additions and deletions made by Club Owner from time to time to the extent permitted by this Club Plan. The Club may be comprised of one or more parcels of land that may not be connected or adjacent to one another.

"**Club Dues**" shall mean the charges related to the Club to be paid by the Owners pursuant to the provisions of this Club Plan and the Membership Plan (as defined herein), including without limitation, the Club Membership Fee.

"**Club Facilities**" shall mean the actual facilities, improvements and personal property that Club Owner shall actually have constructed and/or made available to Owners pursuant to this Club Plan. The Club Facilities are more specifically set forth in Section 3.2 herein. Use rights in the Club Facilities for each Member shall be limited to the natural persons comprising a "**Family**" residing in the Unit. For purposes of determining use rights in the Club Facilities, "Family" means not more than two (2) natural persons who reside and live together in the Unit. The decision as to whether two (2) natural persons reside and constitute a qualifying Family shall be decided by Club Owner, in its reasonable discretion. Once designated and accepted by the Club Owner as a Family, no change in such persons so constituting the Family for a particular Unit may be made except with the Club Owner's approval. THE CLUB FACILITIES ARE SUBJECT TO CHANGE FROM TIME TO TIME AS HEREINAFTER PERMITTED.

"**Club Manager**" shall mean the entity operating and managing the Club, at any time. Club Owner may be Club Manager as provided in this Club Plan. Club Owner reserves the right to designate the Club Manager in Club Owner's sole and absolute discretion.

"**Club Membership Fee**" shall mean the fee to be paid to Club Owner by each Owner pursuant to the provisions of Section 6.1 hereof.

"**Club Owner**" shall mean the owner of the real property comprising the Club and its designees, successors and assigns, including without limitation, successors in title to the Club Property. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership, is the Club Owner. Club Owner may change from time to time (e.g., Club Owner may sell the Club). Notwithstanding that the Club Owner and the Declarant may be the same party, affiliates or related

parties from time to time, each Owner acknowledges that Club Owner and Declarant shall not be considered being one and the same party, and neither of them shall be considered the agent or partner of the other. At all times, Club Owner and Declarant shall be considered separate and viewed in their separate capacities. No act or failure to act by Declarant shall at any time be considered an act of Club Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder.

"**Club Plan**" shall mean this document, together with all exhibits, schedules, amendments and modifications hereto. The Club Plan shall include the Membership Plan and the Club Rules and Regulations even though the same are not an exhibit hereto

"**Club Property**" shall initially mean the real property described on **Exhibit A** attached hereto and made a part hereof. Thereafter, Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan.

"**Club Rules and Regulations**" shall have the meaning set forth in Section 14.8 hereof.

"**Golf Facilities**" shall mean the golf course, pro shop, golf cart facilities, and other facilities and property directly related to the golf course located within the Club Property. The Club Owner shall own, operate and maintain the Golf Facilities. Use of the Golf Facilities shall be available to Members, subject to the Declaration and this Club Plan.

"**Initial Club Contribution**" shall have the meaning set forth in Section 7 hereof.

"**Lessee**" shall mean the lessee named in any written lease respecting a Unit who is legally entitled to possession of any Unit within LAKES OF HARMONY. An Owner and Lessee shall be jointly and severally liable for all Club Dues.

"**Member**" shall mean every Owner (other than an Owner who has leased his Unit to a Lessee) and Lessee; provided, however, for the purposes of Membership, there shall be only one Owner or Lessee per Unit. A Person shall continue to be a Member until he or she ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a Unit. Once an Owner leases a Unit, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Unit; however, the Owner and Lessee shall be jointly and severally liable for all Club Dues. Notwithstanding the foregoing, Club Owner may provide access to the Club for contract purchasers upon the signing of a membership agreement and payment of Club Dues. Club Owner shall establish qualification requirements, fees and dues for a contract purchaser to have use of the Club Facilities prior to becoming an Owner of a Unit. Once the purchaser obtains title to the Unit, then such purchaser shall be deemed an Owner and Member hereunder.

"**Membership Plan**" shall mean the document that describes the terms and conditions of the Members' membership in the Club. The Membership Plan need not be recorded in the Public Records in order to be effective. Club Owner may not remove any privileges of membership provided in this Club Plan, including the Membership Plan, without adding privileges of equal or greater value as reasonably determined by the Club Owner.

"**Parking Areas**" shall mean all areas designated for parking within the Club Facilities.

"**Special Use Fees**" shall have the meaning set forth in Section 6.7 hereof.

2. Benefits of Club. The Association by its joinder to this Club Plan, and each Owner by acceptance of title to a Unit, accept and acknowledge the terms of this Club Plan and agree as follows:

2.1 Term and Covenant Running with Land. The terms of this Club Plan shall be covenants running with LAKES OF HARMONY in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every portion of LAKES OF HARMONY that can be improved with a Unit shall be burdened with the payment of Club Dues. Every Owner, except Builders, by acceptance of a deed to any Unit, shall automatically assume and agree to pay all Club Dues owing in connection with such Unit. Club Dues shall commence as to Builder-owned Units upon transfer of title of any such Unit to the end purchaser (i.e., an Owner that is not a Builder).

2.2 Disclosure. Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to or upon that Owner executing a contract to purchase a Unit and each Owner has, or was afforded the opportunity to, consult with an attorney.

2.3 Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club in favor of the Association or Members but, rather, grant a non-exclusive license to use the Club Facilities subject to compliance with the obligations imposed by this Club Plan.

3. Club Facilities.

3.1 Club Property. Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be expanded to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property by amendment to this Club Plan, provided no such amendment that removes Club Property may result in a material diminution of the use privileges afforded by Owners by to the Membership Plan except as authorized by Section 3.2 below.

3.2 Club Facilities. The Club includes certain facilities on the Club Property (the "**Club Facilities**") that will be and shall remain the property of Club Owner, subject only to the provisions hereof. The Club Facilities as the same currently exist, together with the Club Owner's commitment to add to the Club Facilities is described in the Membership Plan as the "Club Facilities." The Club Owner shall not delete or remove Club Facilities unless the Club Owner replaces such removed Club Facilities with replacement facilities of like kind and quality, as reasonably determined by Club Owner.

3.3 Club Owner Reservations. Subject to the terms of this Club Plan, the Club Owner shall determine, in its sole discretion, the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities. Subject to the terms of this Club Plan, Club Owner shall have the right to:

3.3.1 develop, construct and reconstruct, in whole or in part, the Club Facilities and related improvements, and make any additions, alterations, improvements, or changes thereto;

3.3.2 without the payment of rent and without payment of utilities, maintain leasing and/or sales offices (for re-sales of (a) Units and (b) homes located outside of LAKES OF HARMONY but not initial retail sales of Units or homes located outside of LAKES OF HARMONY), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the re-sales of Units;

3.3.3 place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Club Property for sales, construction storage, or other purposes;

3.3.4 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of the Club or any improvements located within LAKES OF HARMONY;

3.3.5 post, display, inscribe or affix to the exterior of the Club and the Club Property, signs and other materials used in marketing and promoting the sale of Units (a) Units and (b) homes located outside of LAKES OF HARMONY;

3.3.6 conduct other commercial activities within the Club deemed necessary, convenient, profitable and/or appropriate by Club Owner; and

3.3.7 develop, operate and maintain the Club, provided the Club Owner agrees to maintain all Club Facilities and the Club Property in a manner consistent with other clubs of like kind and quality offering membership within Central Florida.

3.4 [Intentionally Omitted]

3.5 Commercial Space. It is possible that portions of the Club Facilities may include a re-sale office, retail space and/or other commercial space as Club Owner may deem appropriate in Club Owner's reasonable discretion, but such commercial space shall not include a sales office for new homes within Harmony. Club Owner may permit Members to access any commercial facilities located within the Club Property at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club.

3.6 Golf Facilities. Without limiting any other provision of this Club Plan, Club Owner shall have the following rights with respect to the Golf Facilities:

3.6.1 To allow public use of the Golf Facilities on such terms as conditions as may be established by the Club Owner in its sole and absolute discretion;

3.6.2 To lease, assign or otherwise transfer the operating rights to, and any and all profits from, any restaurant, snack bar, pro shop or other facility on the Golf Facilities to a third party;

3.6.3 To restrict or prohibit the recovery of lost golf balls on and around the golf course and in water hazards and to sell or assign the exclusive right to do so to commercial enterprises;

3.6.4 To restrict or prohibit use of the cart paths, and the golf course generally, for jogging, cycling, walking pets or other activities not directly related to the playing of golf; and

3.6.5 To take all other actions with respect to operation, management and control of the Golf Facilities deemed necessary by the Club Owner in its sole and absolute discretion.

4. Persons Entitled to Use the Club.

4.1 Rights of Members. Each Member shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner. In order to exercise the rights of a Member, a person must be a resident of the Unit. If a Unit is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate up one (1) person residing in the Unit who will be the Member of the Club with respect to such Unit. Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Club Property leased or licensed to third parties or Members, except as and when permitted by Club Owner. Use rights in the Club Facilities for each Member shall be limited to the natural persons comprising a "**Family**" residing in the Unit. For purposes of determining use rights in the Club Facilities, "Family" means not more than two (2) natural persons who reside and live together in the Unit. The decision as to whether two (2) natural persons reside and constitute a qualifying Family shall be decided by Club Owner, in its reasonable discretion. Once designated and accepted by the Club Owner as a Family, no change in such persons so constituting the Family for a particular Unit may be made except with the Club Owner's approval.

4.2 Use by Persons Other than Owners and Lessees. Club Owner has the right at any and all times, and from time to time, to make the Club available to individuals, persons, firms or corporations other than Members. Club Owner shall establish the fees to be paid, if any, by any person using the Club who is not a Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Owner's obligations to pay Club Dues pursuant to this Club Plan, or give any Owner the right to avoid any of the provisions of this Club Plan. Club Owner shall have the right to determine from time to time, and at any time, in the Club Owner's sole and absolute discretion, the manner in which the Club Facilities will be made available to the public and the fees and charges that may be charged for such public use; provided however, Club Owner shall not offer the same or a higher level of benefits or programs to non-Owners at a lesser price than offered by Club Owner under the Club Plan to Owners.

4.3 Subordination. This Club Plan and the rights of Members to use the Club is not and shall not be subordinate to any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; but shall be subordinate to (a) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities as of the date of this Club Plan or hereinafter imposed provided any such new imposition shall not materially interfere with the intended use of the Club Facilities, and (b) any liens rights and financial obligations existing as a result of any mortgage placed on the Club by Club Owner that is effective as of the date this Club Plan was recorded in the Public Records. This provision shall be self-operative.

5. Ownership and Control of the Club.

5.1 Control of Club By Club Owner. The Club shall be under the complete supervision and control of Club Owner unless Club Owner appoints a third party as Club Manager.

5.2 Transfer of Club. Club Owner may sell, encumber or convey the Club to any Person or entity in its sole and absolute discretion at any time, provided the new owner agrees to be bound by the Club Plan.

5.3 Change In Terms of Offer. Club Owner may provide that some Owners pay Club Dues on a different basis than other Owners as may be provided in a Membership Plan. No Owner shall have the right to object to any other Owner paying greater or lesser Club Dues so long as the Club Dues applicable to any particular Unit is in accordance with this Club Plan and the Membership Plan.

6. Club Dues. In consideration of the Club Owner providing for use of the Club by the Owners, each Owner by acceptance of a deed to a Unit shall be deemed to have specifically covenanted and agreed to pay all Club Dues and other charges that are set forth herein and the Membership Plan. Club Owner presently intends to collect Club Dues in advance and on a yearly basis but reserves the right to change the payment period from time to time (e.g., to require payment on a quarterly or monthly basis). Notwithstanding the foregoing, Club Owner may require an Owner or all Owners to pay Club Dues on an annual or other basis, in advance, based on prior payment history or other financial concerns, in Club Owner's sole and absolute discretion.

6.1 Club Membership Fee. Each Owner, other than Builders, shall pay to Club Owner as part of the Club Dues, without setoff or deduction, a club membership fee in the amount of One Hundred Twenty and No/100 Dollars ($120.00) per Unit per month (the "**Club Membership Fee**"). Club Owner shall have the right, but not the obligation, to increase the Club Membership Fee on January 1st of each year, commencing on January 1, 2018, by not more than three percent (3%) above the Club Membership Fee for the previous year. Any such increase in Club Membership Fee may be made by Club Owner without the joinder or consent of any Person or entity whatsoever.

6.2 Taxes. In addition to the Club Dues, each Owner shall pay all applicable sales, use or similar taxes now or hereafter imposed on the Club Dues. Currently, sales tax is payable on the entire amount of Club Dues.

6.3 Perpetual. Each Owner's obligation to pay Club Dues shall be perpetual regardless of whether such Unit is occupied, destroyed, renovated, replaced, rebuilt or leased.

6.4 Individual Units. Owners of individual Units shall pay Club Dues for one membership per month per Unit. If an Owner owns more than one Unit, Club Dues are payable for each and every Unit owned by such Owner.

6.5 Excuse or Postponement. Club Owner may excuse or postpone the payment of Club Dues in its sole and absolute discretion.

6.6 Club Owner's Obligation. Under no circumstances shall Club Owner, Builders or Declarant be required to pay Club Dues.

6.7 Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("**Special Use Fees**"), for which one or more Owners (but less than all Owners) are subject, such as, costs of special services or facilities provided to an Owner relating to the special use of the Club or tickets for shows, special events, or performances held in the Club Facilities which are paid initially by Club Owner. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Without limiting the foregoing, Owners shall be charged Special Use Fees for the use of vending machines, video arcade machines and entertainment devices. Club Owner shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Owners. For those programs or events, if any, for which tickets are sold, Club Owner shall determine how to distribute any such tickets in its sole and absolute discretion.

6.8 Additional Club Dues. If an Owner, his or her guests, invitees, licensees, agents, servants or employees do anything which increases the cost of maintaining or operating the Club, or cause damage to any part of the Club, Club Owner may levy additional Club Dues against such Owner in the amount necessary to pay such increased cost or repair such damage.

6.9 Commencement of First Charges. The obligation to pay Club Dues, including, without limitation, the Club Membership Fee, shall commence as to each Owner, other than Builders, on the day of the conveyance of title of a Unit to an Owner. Club Dues shall commence as to Builder-owned Units upon transfer of title of any such Unit to the end purchaser (i.e., an Owner that is not a Builder).

6.10 Time Is of Essence. Faithful payment of the sums due and performance of the other obligations hereunder, at the times stated, shall be of the essence.

6.11 Obligation to Pay Real Estate Taxes and Other Expenses on Units. Each Owner shall pay all taxes, assessments and obligations relating to his or her Unit which if not paid, could become a lien against the Unit which is superior to the lien for Club Dues created by this Club Plan. Although a lien for Assessments payable to Association is inferior to the lien of Club Owner (regardless of when the lien for Assessments is filed in the Public Records), each Owner agrees to pay all Assessments when due. Upon failure of an Owner to pay the taxes, assessments, obligations, and Assessments required under this Section, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Dues payable by such Owner.

7. Initial Club Contribution. There shall be collected upon every conveyance of a Unit to an Owner, including a Builder, a club contribution in the amount of Two Thousand and No/100 Dollars ($2,000.00) per Unit (the "**Initial Club Contribution**"). The Initial Club Contribution shall not be applicable to conveyances from Declarant but shall be applicable to all conveyances by any other Owner, including Builders. The Initial Club Contribution shall be transferred to Club Owner at the time of closing. Initial Club Contributions are not to be considered as advance payment of Club Dues. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Initial Club Contributions

may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive Initial Club Contributions in its sole and absolute discretion.

8. [Intentionally Omitted]

9. Creation of the Lien and Personal Obligation.

9.1 Claim of Lien. Each Owner, by acceptance of a deed to a Unit, shall be deemed to have covenanted and agreed that the Club Dues, Special Use Fees, if applicable, and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering each Unit and all personal property located thereon owned by the Owner. The lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Unit, name of the Owner, and the amounts due as of that date, but shall relate back to the date this Club Plan is recorded in the Public Records. The Claim of Lien shall also cover any additional amounts that accrue thereafter until satisfied. All unpaid Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the Person who was the record title owner of the Unit at the time when the charge or fee became due, as well as such Person's heirs, devisees, personal representatives, successors or assigns. If a Unit is leased, the Owner shall be liable hereunder notwithstanding any provision in his lease to the contrary. Further, the lien created by this Section is superior to the lien of the Association for Assessments.

9.2 Right to Designate Collection Agent. Club Owner shall have the right, in its sole and absolute discretion, to designate who shall collect Club Dues, Special Use Fees, and/or any charges levied hereunder.

9.3 Subordination of the Lien to Mortgages. The lien for Club Dues, Special Use Fees, and related fees and expenses shall be subordinate to a bona fide first mortgage held by a Mortgagee on any Unit, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The Club Claim of Lien shall not be affected by any sale or transfer of a Unit, except in the event of a sale or transfer of a Unit pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Mortgagee, in which event, the acquirer of title, its successors and assigns, shall be liable for Club Dues that became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2014) as if such Club Dues were Association Assessments; provided, however, Club Dues shall in no manner be deemed "assessments" subject to the provisions of Chapter 720, Florida Statutes. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, or the Unit from, the lien of any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure.

9.4 Acceleration. In the event of a default in the payment of any Club Dues and related fees and expenses, Club Owner may, in Club Owner's sole and absolute discretion, accelerate the Club Dues for the next ensuing twelve (12) month period and for twelve (12) months from each subsequent delinquency.

9.5 Non-Payment. If any Club Dues are not paid within ten (10) days after the due date, a late fee (to compensate Club Owner for administrative expenses due to late payment) of $25.00 per month, or such greater amount established by Club Owner, together with interest on all amounts payable to Club Owner in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Club Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Unit, or both. In the event of foreclosure, the defaulting Owner shall be required to pay a reasonable rental for the

Unit to Club Owner, and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be cumulative. The bringing of action shall not constitute an election or exclude the bringing of any other action.

9.6 Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, Club or abandonment of a Unit.

9.7 Suspension. Should an Owner not pay sums required hereunder, or otherwise default, for a period of thirty (30) days, Club Owner may, without reducing or terminating Owner's obligations hereunder, suspend Owner's (or in the event the Unit is leased, the Lessee's) rights to use the Club until all fees and charges are paid current and/or the default is cured.

9.8 Collection from Lessees. If a Unit is occupied by a Lessee and the Owner is delinquent in the payment of Club Dues, the Club Owner may demand from the Lessee payment to the Club Owner of all monetary obligations, including without limitation, Club Dues due from the Owner to the Club Owner. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Club Owner and shall be credited to the monetary obligations of the Owner to the Club Owner; provided, however, if within fourteen (14) days from the written demand of the Club Owner, the Lessee provides the Club Owner with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

10. Operations.

10.1 Control. The Club shall be under the complete supervision and control of Club Owner until Club Owner, in its sole and absolute discretion, delegates all or part of the right and duty to operate, manage and maintain the Club to a third party as Club Manager, if ever, as hereinafter provided.

10.2 Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by Club Owner. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner, may file liens for unpaid Club Dues against Units, may enforce the Club Rules and Regulations, and prepare the operating budget for the Club.

11. [Intentionally Omitted]

12. Attorneys' Fees. If at any time Club Owner must enforce any provision hereof, Club Owner shall be entitled to recover all of its reasonable costs and attorneys' and paraprofessional fees at all levels, including appeals, collections and bankruptcy.

13. Rights to Pay and Receive Reimbursement. Club Owner and/or the Association shall have the right, but not the obligation to pay any Club Dues, or Special Use Fees which are in default and which may or have become a lien or charge against any Unit. If so paid, the party paying the same shall be subrogated to the enforcement rights with regard to the amounts due. Further, Club Owner and/or Association shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of an Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the maximum rate allowable by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy.

14. General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club. Each Member and other Person entitled to use the Club shall comply with following general restrictions:

14.1 Minors. Minors (i.e., individuals under the age of eighteen (18)) are permitted to use the Club Facilities only in accordance with the Club Rules and Regulations.

14.2 Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her guests, and the personal property of all of the foregoing, and each Member shall not allow any of the foregoing to damage the Club or interfere with the rights of other Members hereunder.

14.3 Cars and Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any Person parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas. Further, any Person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored anywhere within the Club Facilities. No trailers or boats may be parked on the Club Property at any time.

14.4 Activities. Any Member, guest or other Person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. A Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the Member or guests of the Member. No Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fundraising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

14.5 Property Belonging to the Club. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities.

14.6 Indemnification of Club Owner. A Member agrees to indemnify and hold harmless Club Owner, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, to the extent caused by use of the Club Facilities by the Member and the Member's guests. Losses shall include the deductible payable under any of the Club's insurance policies.

14.7 Attorneys' Fees. Should any Member bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

14.8 Unrecorded Rules. Club Owner may adopt reasonable and non-discriminatory rules and regulations ("**Club Rules and Regulations**") from time to time. Such Club Rules and Regulations may not be recorded; therefore, each Owner and Lessee should request a copy of unrecorded Club Rules and Regulations from the Club and become familiar with the same. Such Club Rules and Regulations are in addition to the general restrictions set forth in this Section.

14.9 Waiver of Club Rules and Regulations. Club Owner may waive the application of any Club Rules and Regulations to one or more Owners, Lessees, guests, invitees, employees or agents in

Club Owner's sole and absolute discretion. A waiver may be revoked at any time upon notice to affected Lessees and Owners.

15. Violation of the Club Rules and Regulations.

15.1 Basis for Suspension. The membership rights of a Member may be suspended by Club Owner if:

15.1.1 the Member violates one or more Club Rules and Regulations;

15.1.2 a guest or other Person for whom a Member is responsible violates one or more of the Club Rules and Regulations;

15.1.3 an Owner fails to pay Club Dues or Assessments in a proper and timely manner; or

15.1.4 a Member and/or guest has injured, harmed or threatened to injure or harm any Person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to an Owner, third party or to Club Owner.

15.2 Types of Suspension. Club Owner may restrict or suspend for cause or causes described in the preceding Section, any Member's privileges to use any or all of the Club Facilities. By way of example, and not as a limitation, Club Owner may suspend the membership of a Lessee if such Lessee's Owner fails to pay Club Dues due in connection with a leased Unit. In addition, Club Owner may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Owner may suspend the rights of a particular Member or Club Owner may prohibit a Member from using a portion of the Club Facilities. No Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Dues or any other fees. During the restriction or suspension, Club Dues shall continue to accrue and be payable each month. A Member shall not be reinstated until all Club Dues and other amounts due to the Club are paid in full, unless otherwise agreed by Club Owner in its sole discretion.

16. Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. To the extent insurance proceeds are sufficient to reconstruct or repair the Club Facilities such that, when completed, the Club Facilities are substantially in the condition in which they existed before the damage or destruction took place, then Club Owner shall reconstruct the Club Facilities; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club Facilities as it deems reasonable and appropriate. Club Dues shall be abated or equitably reduced if the Club Facilities are not available due to casualty or reconstruction. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Club Owner. In the event insurance proceeds are insufficient to reconstruct or repair the Club Facilities such that, when completed, the Club Facilities are substantially in the condition in which they existed before the damage or destruction took place, then Club Owner may, in its sole and absolute discretion, terminate this Club Plan and the provisions of the Declaration relating to the Club by written notice given to the Association, which notice shall be recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate.

17. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, or from any act of negligence of any other Person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Club Plan.

18. Eminent Domain. If, during the operation of this Club Plan, an eminent domain proceeding is commenced affecting the Club, then in that event, the following conditions shall apply:

18.1 Complete Taking. If the whole or any material part of the Club Facilities is taken under the power of eminent domain, Club Owner may terminate this Club Plan and the provisions of the Declaration relating to the Club by written notice given to the Association, which notice shall be recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

18.2 Partial Taking. Should a portion of the Club Facilities be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club Property so that Club Owner determines the taking is not a complete taking, then, in such event, Club Owner shall, to the extent reasonably practical, restore, repair, or remodel the remaining improvements to the Club. All damages awarded in relation to the taking shall be the sole property of Club Owner. In the event Club Owner determines, in its reasonable discretion, that it is not reasonably practical to restore, repair, or remodel the remaining improvements to the Club, then Club Owner may terminate this Club Plan and the provisions of the Declaration relating to the Club by written notice given to the Association, which notice shall be recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate.

19. Additional Indemnification of Club Owner. Unless such liability shall result solely from Club Owner's or Declarant's gross negligence or willful misconduct, each Owner, other than Builder, covenants and agrees to indemnify, defend and hold harmless Declarant and Club Owner, their respective officers, directors, shareholders, and any related Persons or corporations and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, Club Property, or other property serving the Association, and improvements thereon to the extent arising out of the use of Common Areas, Club Property, or other property serving the Association, and improvements thereon by such Owner and their guests, family members, invitees, or agents, and from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The indemnifications provided in this Section shall survive termination of this Club Plan.

20. Estoppels.

20.1 Association Estoppel. Association shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that, to the Association's knowledge, this Club Plan is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying this Club Plan, as so modified, is in full force and effect); and (b) acknowledging there are not, to the Association's knowledge, any uncured defaults by the Association, Club Owner or Members with respect to this Club Plan. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest or mortgagee of Club Owner's interest or assignee of any mortgage upon Club Owner's interest in the Club. The Association's failure to deliver such statement within such time shall be conclusive evidence: (x) that this Club Plan is in full force and effect, without modification except as may be represented, in good faith, by Club Owner; (y) that there are no uncured defaults; (z) that the Club Dues have been paid as stated by Club Owner.

20.2 Club Owner Estoppel. The Club Owner shall, from time to time, upon not less than ten (10) days' prior written notice from Member or his agent, execute, acknowledge and deliver to the Member, or his agent, a written statement certifying whether the Member is current or delinquent regarding Club Dues and other amounts owed to the Club Owner by the Member which could become a

lien on the Member's Unit, and if delinquent specifying such amounts due. A third party purchasing the Member's Unit and the title insurance company insuring such sale shall be entitled to rely on the Club Owner's estoppel.

21. No Waiver. The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of the Club Plan or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Owner, or any part thereof shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner (with respect to the Association or a Member) shall be effective unless made by Club Owner in writing.

22. Franchises and Concessions. Club Owner may grant franchises or concessions to commercial concerns on all or part of the Club and shall be entitled to all income derived therefrom.

23. Resolution of Disputes.

23.1 By acceptance of a deed to a Unit, each Member specifically agrees that the purchase of a Unit involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Club Plan or any dealings between a Member and Club Owner; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Club Owner or Club Owner's representative; (3) relating to personal injury or property damage alleged to have been sustained by the Member, the Member's children or other occupants of the Unit; or (4) issues of formation, validity or enforceability of this Section 23. To the extent permitted by law, each Member agrees to the foregoing on behalf of his or her children and other occupants of the Unit with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

23.2 Any and all mediations commenced by any Member or Club Owner shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

23.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three

arbitrators; however, if mutually agreed to by the Member and the Club Owner, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

23.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. By acceptance of a deed to a Lot, each Member specifically agrees (i) that any Dispute involving Club Owner's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Club Owner may, at its sole election, include Club Owner's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

23.5 To the fullest extent permitted by applicable law, by acceptance of a deed to a Unit, each Member specifically agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, by acceptance of a deed to a Unit, each Member agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

23.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation. The prevailing party in any arbitration action shall be entitled to an award of reasonable attorneys' fees, paraprofessional fees and other costs or expenses associated with arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

23.7 A Member may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

23.8 Club Owner supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

23.8.1 Notwithstanding the requirements of arbitration stated in this Section 23, each Member shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

23.8.2 Club Owner agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

23.8.3 The fees for any claim pursued via arbitration in an amount of $10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

23.9 Notwithstanding the foregoing, if either Club Owner or a Member seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

23.10 CLUB OWNER AND EACH MEMBER BY ACCEPTANCE OF A DEED TO A UNIT SPECIFICALLY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS CLUB OWNER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 23.4 ABOVE.

24. Venue. **EACH MEMBER ACKNOWLEDGES REGARDLESS OF WHERE SUCH MEMBER (i) EXECUTED A PURCHASE AND SALE AGREEMENT FOR A UNIT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A UNIT, EACH UNIT IS LOCATED IN OSCEOLA COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN OSCEOLA COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, CLUB OWNER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN OSCEOLA COUNTY, FLORIDA.**

25. Release. **BEFORE ACCEPTING A DEED TO A UNIT, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A UNIT, EACH MEMBER ACKNOWLEDGES THAT HE HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH MEMBER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH MEMBER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB PLAN, EACH MEMBER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY THAT A MEMBER MAY HAVE IN THE FUTURE, OR THAT ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF MEMBER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB PLAN, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.**

26. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to this Club Plan shall affect the rights of Declarant or Club Owner unless such amendment receives the prior written consent of Declarant or Club Owner, as applicable, which may be withheld for any reason

whatsoever. No amendment shall alter the provisions of this Club Plan benefiting Mortgagees without the prior approval of the Mortgagee(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records. Club Owner shall have the right to amend this Club Plan as it deems appropriate, without the joinder or consent of any Person or entity whatsoever; provided, however, Club Owner shall not be entitled to amend any provision of this Club Plan relating to Members' Club privileges or Club Owner's commitment to make available to the Members Club Facilities of like kind and quality as the Club Facilities described in Section 3.2 herein. Except as provided herein, Club Owner's right to amend under this provision is to be construed as broadly as possible. Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of LAKES OF HARMONY to this Club Plan by amendment recorded in the Public Records. Likewise, Club Owner may elect, in Club Owner's sole and absolute discretion, to remove portions of LAKES OF HARMONY from the benefit and encumbrance of this Club Plan by amendment recorded in the Public Records. Each Owner agrees that he, she or it has no vested rights under current case law or otherwise with respect to any provision in this Club Plan other than those setting forth the maximum level of each individual Unit's Club Membership Fee that shall be imposed from time to time.

27. Severability. Invalidation of any of the provisions of this Club Plan by judgment or court order shall in no way affect any other provision, and the remainder of this Club Plan shall remain in full force and effect.

28. Notices. Any notice required to be sent to any Person, firm, or entity under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, hand delivered, telefaxed, or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing.

29. Florida Statutes. Whenever this Club Plan refers to the Florida Statutes, the reference shall be deemed to refer to the Florida Statutes as they exist and are effective on the date the Club Plan was recorded in the Public Records except to the extent provided otherwise as to any particular provision of the Florida Statutes.

30. Headings. The headings within this Club Plan are for convenience only and shall not be used to limit or interpret the terms hereof

31. Legal Expenses. In the event there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination, in its reasonable discretion, of such matter shall be conclusive and binding. In the event that there is any dispute respecting the interpretation of this Club Plan, the non-prevailing party with respect to such dispute shall bear all legal expenses of both the Association and Club Owner including, without limitation, all attorneys' fees, paraprofessional fees and costs at trial and upon appeal, regardless of the outcome of such proceedings.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Club Owner hereunder, has hereunto set its hand and seal this 30th day of June, 2016.

WITNESSES:

Print Name: Amber Santana

Print Name: KENT FOREMAN

"CLUB OWNER"

BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership

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

By:
Name: Robert Glantz
Title: Authorized Agent

[Company Seal]

STATE OF FLORIDA
COUNTY OF ~~MANATEE~~ Osceola

The foregoing instrument was acknowledged before me this 30 day of June, 2016, by Robert G. Glantz, as Authorized Agent of VII GP HARMONY, L.L.C., a Delaware limited liability company as General Partner of BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership, on behalf of the Partnership. He/She [is personally known to me] [has produced _____ as identification].

My commission expires: Sept. 25, 2018

Catherine M. Bordes
NOTARY PUBLIC, State of Florida at Large

Print Name: Catherine M. Bordes

CATHERINE M. BORDES
MY COMMISSION #FF163165
EXPIRES September 25, 2018
(407) 398-0153 FloridaNotaryService.com

EXHIBIT A

LEGAL DESCRIPTION

CLUB PROPERTY

ALL OF THE REAL PROPERTY LEGALLY DESCRIBED ON THE PLAT OF "BIRCHWOOD GOLF COURSE," AS RECORDED IN PLAT BOOK 15, PAGE 139 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

TOGETHER WITH:

TRACT "CH" AS DEPICTED ON THE PLAT FOR "BIRCHWOOD TRACTS PHASE ONE," ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 171, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

EXHIBIT B

LEGAL DESCRIPTION

LAKES OF HARMONY

A PARCEL OF LAND LYING IN A PORTION OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA.

BEING IN PART A REPLAT OF PORTIONS OF TRACT-I/J, PARK TRACT "C", AND TRACT L/U-2, HARMONY PHASE THREE, AS FILED AND RECORDED IN PLAT BOOK 20, PAGES 120 THRU 128, AND BEING IN PART A REPLAT OF GOLF COURSE TRACT-2, BIRCHWOOD GOLF COURSE, AS FILED AND RECORDED IN PLAT BOOK 15, PAGES 139 THRU 151, ALL OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT I/J, HARMONY PHASE THREE, AS FILED AND RECORDED IN PLAT BOOK 20, PAGES 120 THRU 128, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE N07°07'13"W, A DISTANCE OF 92.53 FEET; THENCE N82°52'47"E, A DISTANCE OF 8.00 FEET; THENCE N07°07'13"W, A DISTANCE OF 54.31 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,229.00 FEET AND A CENTRAL ANGLE OF 13°58'46"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 299.86 FEET; THENCE N83°08'27"W, A DISTANCE OF 15.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S83°08'27"E, A RADIAL DISTANCE OF 1,244.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 05°55'09", A DISTANCE OF 128.52 FEET; THENCE S77°13'18"E, A DISTANCE OF 15.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S77°13'18"E, A RADIAL DISTANCE OF 1,229.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 24°05'17", A DISTANCE OF 516.69 FEET; THENCE N36°51'59"E, A DISTANCE OF 565.25 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 799.50 FEET AND A CENTRAL ANGLE OF 06°46'11"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 94.46 FEET; THENCE S59°54'12"E, A DISTANCE OF 83.47 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N85°16'51"E, A RADIAL DISTANCE OF 260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 45°42'21", A DISTANCE OF 207.41 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 394.00 FEET AND A CENTRAL ANGLE OF 21°00'57"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 144.52 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,151.00 FEET AND A CENTRAL ANGLE OF 13°51'20"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 278.34 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 462.00 FEET AND A CENTRAL ANGLE OF 37°43'39"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 304.21 FEET; THENCE N84°18'21"E, A DISTANCE OF 163.59 FEET; THENCE S03°23'25"W, A DISTANCE OF 0.04 FEET; THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 12.66 FEET; THENCE S18°13'05"E, A DISTANCE OF 76.74 FEET; THENCE S02°06'45"W, A DISTANCE OF 28.96 FEET; THENCE S11°41'44"E, A DISTANCE OF 66.11 FEET; THENCE S20°42'09"W, A DISTANCE OF 47.40 FEET; THENCE S13°42'28"E, A DISTANCE OF 60.67 FEET; THENCE S12°12'17"W, A DISTANCE OF 58.13 FEET; THENCE S73°31'54"W, A DISTANCE OF 48.55 FEET; THENCE S74°23'54"W, A DISTANCE OF 48.93 FEET; THENCE S66°46'41"W, A DISTANCE OF 48.69 FEET; THENCE S79°35'13"W, A DISTANCE OF 37.27 FEET; THENCE N89°40'40"W, A DISTANCE OF 54.72 FEET; THENCE S83°50'41"W, A DISTANCE OF 105.72 FEET; THENCE S18°32'00"E, A DISTANCE OF 54.89 FEET; THENCE S11°49'31"E, A DISTANCE OF 38.62 FEET; THENCE S17°51'35"W, A DISTANCE OF 59.39 FEET; THENCE S04°51'53"W, A DISTANCE OF 86.61 FEET; THENCE S13°11'09"W, A DISTANCE OF 76.13 FEET; THENCE S23°40'26"E, A DISTANCE OF 116.25 FEET; THENCE S14°56'21"E, A DISTANCE OF 74.20 FEET; THENCE S19°01'26"E, A DISTANCE OF 126.89 FEET; THENCE S16°58'23"E, A DISTANCE OF 118.08 FEET;

THENCE S08°25'48"E, A DISTANCE OF 62.91 FEET; THENCE S13°33'58"E, A DISTANCE OF 131.27 FEET; THENCE S10°16'46"E, A DISTANCE OF 60.80 FEET; THENCE S14°47'32"E, A DISTANCE OF 34.92 FEET; THENCE S17°26'30"W, A DISTANCE OF 84.64 FEET; THENCE S02°44'13"W, A DISTANCE OF 49.55 FEET; THENCE S21°35'31"W, A DISTANCE OF 60.34 FEET; THENCE S25°15'36"W, A DISTANCE OF 91.16 FEET; THENCE S25°15'18"W, A DISTANCE OF 94.11 FEET; THENCE S22°10'48"W, A DISTANCE OF 104.34 FEET; THENCE S26°48'51"W, A DISTANCE OF 72.16 FEET; THENCE S14°15'42"W, A DISTANCE OF 71.76 FEET; THENCE S21°02'54"W, A DISTANCE OF 72.40 FEET; THENCE S19°10'52"W, A DISTANCE OF 45.87 FEET; THENCE S16°12'33"W, A DISTANCE OF 55.65 FEET; THENCE S23°48'49"W, A DISTANCE OF 65.47 FEET; THENCE S14°44'16"W, A DISTANCE OF 55.39 FEET; THENCE S29°19'28"W, A DISTANCE OF 66.64 FEET; THENCE S35°07'44"W, A DISTANCE OF 54.60 FEET; THENCE S37°26'03"W, A DISTANCE OF 47.46 FEET; THENCE S30°01'40"W, A DISTANCE OF 40.75 FEET; THENCE N40°03'00"W, A DISTANCE OF 172.23 FEET; THENCE N71°53'59"W, A DISTANCE OF 459.22 FEET; THENCE N23°03'47"W, A DISTANCE OF 282.17 FEET; THENCE N20°13'58"E, A DISTANCE OF 107.92 FEET; THENCE N37°50'34"W, A DISTANCE OF 117.19 FEET; THENCE N15°10'41"E, A DISTANCE OF 176.58 FEET; THENCE N00°14'02"E, A DISTANCE OF 191.84 FEET; THENCE N45°53'52"W, A DISTANCE OF 128.23 FEET; THENCE WEST, A DISTANCE OF 74.11 FEET; THENCE S55°20'14"W, A DISTANCE OF 120.56 FEET; THENCE WEST, A DISTANCE OF 58.85 FEET; THENCE N55°16'56"W, A DISTANCE OF 51.54 FEET; THENCE S82°52'47"W, A DISTANCE OF 62.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.34 ACRES, MORE OR LESS.

TOGETHER WITH:

TRACT C-2 AS DEPICTED ON THE PLAT FOR "HARMONY PHASE THREE," ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 20, PAGE 120, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

JOINDER

LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this CLUB PLAN FOR LAKES OF HARMONY (this "**Club Plan**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Club Plan and does not affect the validity of this Club Plan as the Association has no right to approve this Club Plan.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30th day of ~~December~~ June, 2016.

WITNESSES:

Print Name: Amber Simpson

Print Name: Clayton Tullos

"ASSOCIATION"

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

By: Bill Kouwenhoven
Name: Bill Kouwenhoven
Title: President

STATE OF FLORIDA
COUNTY OF ~~MANATEE~~ Osceola

The foregoing instrument was acknowledged before me this 30 day of December, 2015, by Bill Kouwenhoven, as President of LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My commission expires: Sept. 26, 2018

Catherine M. Bordes
NOTARY PUBLIC, State of Florida at Large

Print Name: Catherine M. Bordes

CATHERINE M. BORDES
MY COMMISSION #FF163165
EXPIRES September 25, 2018
(407) 398-0153 FloridaNotaryService.com

PREPARED BY AND RETURN TO:
Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2200
Tampa, Florida 33602

----------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA----------

SECOND AMENDMENT TO MASTER DECLARATION FOR LAKES OF HARMONY

THIS SECOND AMENDMENT TO THE MASTER DECLARATION FOR LAKES OF HARMONY (this "**Second Amendment**") is made by BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership (the "**Declarant**") and joined in by LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The Declarant recorded the Master Declaration for Lakes of Harmony in Official Records Book 4895, Page 1122, of the Public Records of Osceola County, Florida (the "**Original Declaration**"), as amended by the First Amendment to Master Declaration for Lakes of Harmony, recorded in Official Records Book 4986, Page 2778 (the "**First Amendment**"), all of the Public Records of Osceola County, Florida. This Second Amendment, together with the Original Declaration and the First Amendment shall be referred to as the "**Declaration**."

B. Pursuant to Article ~~XIX, Section~~ 19.1 of the Declaration, the Declarant may amend the Declaration until termination of Class "B" Control Period without the joinder or consent of any person or entity.

C. Class B Control Period has not terminated.

NOW THEREFORE, the Declarant hereby amends the Declaration as set forth herein.

Words in the text which are lined through (~~————~~) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

Recorded in Osceola County, FL ARMANDO RAMIREZ, CLERK OF COURT 09/05/2017 04:03:36 PM RECEIPT # 1981039
Rec Fees 86.50 EXTRA NAMES
CFN# 2017127918 BK 5205 PG 538 PAGE 1 OF 10

2. In the event there is a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, this Second 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. Article I, Section 1.1(d) of the Declaration is hereby amended as follows:

(d) Unless otherwise required by Florida law, this Declaration may not be terminated except by an instrument signed by (i) seventy-five percent (75%) of the total Voting Interests, and (ii) Declarant, if Declarant owns any portion of the Properties. Any such instrument shall set forth the intent to terminate this Declaration and shall be recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement or the rights of the Club Owner without the consent of the Club Owner. Notwithstanding this provision, Article XXIV and Section 1.6 of this Declaration will survive the termination of this Declaration and shall run with the land.

4. Article I, Section 1.6 of the Declaration is hereby amended as follows:

1.6 Restrictions Affecting Occupancy and Alienation. The covenants, conditions and restrictions of this Declaration set forth in Article XXIV (the "**Occupancy and Alienation Restrictions**") shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association, any aggrieved Owner and their respective legal representatives, heirs, successors and assigns and shall survive the termination of this Declaration should termination occur before the thirty (30) year timeframe. In no event shall the Occupancy and Alienation Restrictions be revoked, modified or amended for a period of thirty (30) years from the recording of this Declaration in the Public Records.

5. Article II, Section 2.1 of the Declaration is hereby amended as follows:

2.1 Age-Qualified Occupant. A natural person who is fifty-five (55) years of age or older ~~who has designated the Unit as the Age-Qualified Occupant's primary residence. Occupancy as a primary residence shall be established by the mailing address for the individual, official address on file for voter registration or driver's license or other means to establish legal residency under Florida law.~~

6. Article II, Section 2.27 of the Declaration is hereby amended as follows:

2.27 Master Plan. The land use plan for the development of the Properties as it may be amended from time to time. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of any property from the Master Plan bar its later annexation in accordance with Article IX. The Master Plan is subject to change (including material changes) at any time and from time to time, without notice and such change may increase or decrease the number of Units. Notwithstanding the foregoing, all Properties legally described on Exhibit A are subject to Article XXIV and Section 1.6 of this Declaration. The land use plan may not be amended, modified, or revoked to remove any Properties currently included in Exhibit A from being subjected to Article XXIV and Section 1.6.

7. Article II, Section 2.33 of the Declaration is hereby amended as follows:

2.33 Neighborhood Declaration. A declaration of covenants, conditions and restrictions applicable to a particular Neighborhood, which may include use restrictions and specific maintenance obligations applicable to such Neighborhood(s). In the event of a conflict between this Declaration and any Neighborhood Declaration, the terms of this Declaration shall control except to the extent that such Neighborhood Declaration provides specific use restrictions and maintenance requirements for the Neighborhood. The lien rights provided in any Neighborhood Declaration shall be subordinate to the lien rights provided in this Declaration. Notwithstanding the foregoing, no use restrictions may conflict with the Restrictions Affecting Occupancy and Alienation as stated in Article XXIV.

8. Article II, Section 2.43 of the Declaration is hereby amended as follows:

2.43 Qualified Occupant. Any natural person (i) nineteen (19) years of age or older who Occupies a Unit and was the original Occupant following purchase of the Unit from the Declarant or a Builder; or (ii) a natural person nineteen (19) years of age or older who Occupies a Unit with an Age-Qualified Occupant. Under no circumstances shall a person under the age of nineteen (19) years be considered a Qualified Occupant.

9. Article II, Section 2.46 of the Declaration is hereby amended as follows:

2.46 Resident. Each natural person who resides in a Unit pursuant to the terms of this Declaration.

10. Article III, Section 3.1(b) of the Declaration is hereby amended as follows:

(b) All provisions of the Governing Documents shall apply to all Owners, tenants, Occupants, guests and invitees of any Unit. Each Owner shall be responsible for inserting a provision in any lease of its Unit informing the lessees and all Occupants of the Unit of the Governing Documents; however, failure to include such a provision in the lease shall not relieve any Person of responsibility for complying with the Governing Documents. Additionally, each Owner shall include the following language in any lease of its Unit "The leased premises is part of a community comprised of residents that are mostly fifty-five (55) years of age and older consistent with federal law. The lessee must be at least fifty-five (55) years of age or older. Additionally, no persons under the age of nineteen (19) may reside within the leased premises."

11. Article IX, Section 9.1(a) of the Declaration is hereby amended as follows:

(a) Until forty (40) years after the recording of this Declaration, Declarant may annex (i.e. unilaterally subject to the provisions of this Declaration) additional lands to the Properties. Except as otherwise provided herein, prior to the termination of the Class "B" Control Period, only Declarant may add additional lands to the Properties. The School District of Osceola County shall have the right to approve annexations and/or any additions or deletions of land by the Declarant.

12. Article IX, Section 9.1(b) of the Declaration is hereby amended as follows:

(b) The annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration which may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Such Supplemental Declaration shall not require the consent of Members. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. The School District of Osceola County shall have the right to approve annexations and/or any additions or deletions of land by the Declarant. Any Supplemental Declaration filed pursuant to this Section 9.1(b) shall not be effective until the Superintendent of the School District of Osceola County approves the application for the filing of a Supplemental Declaration as required in Sections 9.1(a) of this Declaration. The Superintendent of the School District of Osceola County shall be deemed to have approved any such application for the filing of a Supplemental Declaration if the Superintendent does not respond to any such application within sixty (60) days after it receives such application; provided such application is delivered to the Superintendent and the Chief Facilities Officer by certified or registered mail, return receipt requested.

13. Article IX, Section 9.2(a) of the Declaration is hereby amended as follows:

(a) The Association may subject any real property to the provisions of this Declaration with the consent of the record title owner of such real property, fifty-one percent (51%) of the Class "A" Voting Interests present (in person or by proxy) at a duly called meeting of the Association, and the consent of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1. The School District of Osceola County shall have the right to approve annexations and/or any additions of deletions of land by the Association.

14. Article IX, Section 9.2(b) of the Declaration is hereby amended as follows:

(b) Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the real property to be annexed and specifically subjecting it to the terms of this Declaration. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the record title owner of the annexed property, and by Declarant, if Declarant's consent is required. Any such annexation shall be effective upon filing of such Supplemental Declaration unless otherwise provided therein. The School District of Osceola County shall have the right to approve annexations and/or any additions or deletions of land by the Association. Any Supplemental Declaration filed pursuant to this Section 9.2(b) shall not be effective until the Superintendent of the School District of Osceola County approves the application for the filing of a Supplemental Declaration as required in Sections 9.2(a) of this Declaration. The Superintendent of the School District of Osceola County shall be deemed to have approved any such application for the filing of a Supplemental Declaration if the Superintendent does not respond to any such application within sixty (60) days after it receives such application; provided such application is delivered to the Superintendent and the Chief Facilities Officer by certified or registered mail, return receipt requested.

15. Article X, Section 10.1 of the Declaration is hereby amended as follows:

10.1 Withdrawal of Property. So long as Declarant has the right to annex property pursuant to Section 9.1, Declarant reserves the right to withdraw any portion of the Properties from the coverage of this Declaration. Such withdrawal shall not require the consent of any Person other than the record title owner of the property to be withdrawn, except the School District of Osceola County shall have the right to approve the withdrawal of any portion of the Properties. Notwithstanding the foregoing, Section 1.6 and Article XXIV imposing Restrictions Affecting Occupancy and Alienation shall run with the land such that properties withdrawn shall continue to be operated as housing for older persons consistent with federal law and no persons under the age of nineteen (19) may reside within the Properties. The withdrawal or deletion of any portion of the Properties shall not be effective until such withdrawal is approved by the School District of Osceola County as provided above.

16. Article X, Section 10.20 of the Declaration is hereby amended as follows:

10.20 Sales by Declarant. Notwithstanding the restrictions set forth in Article XXIV, Declarant reserves for itself, and on behalf of Builders, the right to sell Units for Occupancy to Persons between forty-five (45) and fifty-five (55) years of age; provided, such sales shall not affect compliance with all applicable State and Federal laws under which the LAKES OF HARMONY may be developed and operated as an age-restricted community and Section 24-2 of Osceola County's Code of Ordinances allowing for educational system impact fee exemption conditional upon the satisfaction of certain requirements.

17. Article XXII, Section 22.2 of the Declaration is hereby amended as follows:

22.2 Right to Use the Recreational Facilities. Rights to use any Recreational Facilities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the Association. The Owner(s) of each Unit are entitled use the Recreational Facilities. Use rights in the Recreational Facilities for each Owner shall be limited to the natural persons comprising a "**Family**" residing in the Unit. For purposes of this Article XXII, "Family" means one (1) natural person or not more than two (2) natural persons who are not related to each other by blood or adoption, who customarily reside and live together. The decision as to whether two (2) natural persons reside and constitute a qualifying Family shall be a matter for the Board of Directors in their sole and absolute discretion. Once designated and accepted by the Board as a Family, no change in such persons so constituting the Family for a particular Unit may be made except with the Board's approval in its reasonable discretion. Further, the biological or adopted children of the Family shall be entitled to use the Recreational Facilities if they meet all of the following conditions: (i) said child or children are age twenty-one (21) or less; (ii) such child or children are not married or co-habitating with any third party; (iii) said children do not have custodial children of their own (i.e., grandchildren of the Unit Owner); and (iv) said children ~~reside with~~ are visiting the Owner ~~in the Unit on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university~~. If a Unit is owned by two (2) or more natural persons who are not a Family, or is owned by an entity that is not a natural person, the Owner of the Unit shall be required to select and designate one (1) Family as defined above to utilize the Recreational Facilities. The Association may restrict the frequency of changes in such designation when there is no change in ownership of the Unit. The Association shall have the right to determine from time to time, and at any time, in the Association's sole discretion,

the manner in which the Recreational Facilities will be made available for use, and the Association may make such facilities open and available to the public for such fees and charges as the Association may determine from time to time in its sole discretion.

18. Article XXIV, Section 24.1 of the Declaration is hereby amended as follows:

24.1 Restrictions on Occupancy. Subject to the rights reserved to Declarant in Section 10.20, the Units within LAKES OF HARMONY are intended for the housing of persons fifty-five (55) years of age or older, and this Declaration operates to restrict persons under the age of nineteen (19) from residing within the LAKES OF HARMONY. The provisions of this Section ~~4.1~~ 24.1 are intended to be consistent with and are set forth in order to comply with the Fair Housing Amendments Act, 42 U.S.C. §3601 et seq. (1988), as amended, the exemption set out in 42 U.S.C. §3607(b)(2)(C) and the regulations promulgated thereunder (collectively, as may be amended, the "**Act**") allowing discrimination based on familial status. Declarant or the Association, acting through the Board, shall have the power to amend this Section, without the consent of the Members or any Person except Declarant, for the purpose of maintaining the age restriction consistent with the Act, the regulations adopted pursuant thereto and any related judicial decisions in order to maintain the intent and enforceability of this Section.

19. Article XXIV, Section 24.1(a) of the Declaration is hereby amended as follows:

(a) Each Occupied Unit shall at all times be Occupied by at least one (1) natural person fifty-five (55) years of age or older; however, in the event of the death of a person who was the sole Occupant fifty-five (55) years of age or older of a Unit, any Qualified Occupant may continue to Occupy the same Unit as long as the provisions of the Act are not violated by such Occupancy, and no persons under the age of nineteen (19) may reside in any Unit within LAKES OF HARMONY for more than thirty (30) days in any twelve (12) month period or use such residence for other residency purpose to enroll children in a public or charter school.

20. Article XXIV, Section 24.1(c) of the Declaration is hereby amended as follows:

(c) Nothing in this Article XXIV shall restrict the ownership of or transfer of title to any Unit; provided, no Owner under the age of fifty-five (55) may Occupy a Unit unless the requirements of this Article XXIV are met nor shall any Owner permit Occupancy of the Unit in violation of this Article XXIV. Owners shall be responsible for including a statement the Units within LAKES OF HARMONY are intended for the housing of persons fifty-five (55) years of age or older, as set forth in this Article XXIV, in conspicuous type in any lease or other Occupancy agreement or contract of sale relating to such Owner's Unit, which agreements or contracts shall be in writing and signed by the lessee or purchaser and for clearly disclosing such intent to any prospective lessee, purchaser, or other potential Occupant. Every Lease Agreement (as defined herein) for a Unit shall provide that failure to comply with the requirements and restrictions of this Article XXIV shall constitute a default under the Lease Agreement. Additionally, each Owner shall include the following language in any lease of its Unit "The leased premises is part of a community comprised of residents that are mostly fifty-five (55) years of age and older consistent with federal law. The lessee must be at least fifty-five (55) years of age or older. Additionally, no persons under the age of nineteen (19) may reside within the leased premises."

21. Article XXIV, Section 24.1(d) of the Declaration is hereby amended as follows:

(d) Any Owner may request in writing that the Board make an exception to the requirements for an Age-Qualified Occupant of this Article XXIV with respect to a Unit, based on documented hardship. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Act would still be met. Under no circumstances shall the Board make an exception that would allow persons under the age of nineteen (19) to reside in Units within LAKES OF HARMONY for more than thirty (30) days in any twelve (12) month period.

22. Article XXIV, Section 24.1(e) of the Declaration is hereby amended as follows:

(e) In the event of any change in Occupancy of any Unit, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location, or otherwise, the Owner of the Unit shall immediately notify the Board in writing and provide to the Board the names and ages of all current Occupants of the Unit and such other information as the Board may reasonably require to verify the age of each Occupant required to comply with the Act. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in Occupancy occurs, the Association may levy monetary fines against the Owner and the Unit for each day after the change in Occupancy occurs until the Association receives the required notice and information, regardless of whether the Occupants continue to meet the requirements of this Article XXIV, in addition to all other remedies available to the Association under this Declaration and Florida law. In the event of non-compliance of this Section 24.1(e) by any Owner and the intentional and willful non-enforcement of compliance with this Section 24.1(e) by the Association against any non-compliant Owner, the School District of Osceola County shall be entitled as a remedy for the Association's intentional and willful non-enforcement of this Section 24.1(e) to enforce collection from the Association of educational impact fees that are otherwise exempt had compliance of this Section 24.1(e) been diligently and continuously enforced by the Association. The costs and expenses of the Association fulfilling this covenant of payment of educational impact fees shall be an Operating Expense of the Association payable by all Owners as part of the Operating Expenses.

23. Article XXIV, Section 24.1(f) is hereby added to the Declaration as follows:

(f) Upon a violation of this Article XXIV by any Owner that permits someone under the age of nineteen (19) to reside within such Owner's Unit, then such Owner shall pay the School District of Osceola County, Florida, an amount equal to the impact fee applicable to such Owner's Unit, which was exempted from payment as a result of the restrictions provided in this Declaration prohibiting persons under the age of nineteen (19) from residing within LAKES OF HARMONY. In the event of non-compliance of this Article XXIV by any Owner whereby such Owner permits someone under the age of nineteen (19) to reside within such Owner's Unit and the intentional and willful non-enforcement of compliance with this Article XXIV whereby the Association takes no action and permits someone under the age of nineteen (19) to reside within such Owner's Unit, the School District of Osceola County shall be entitled as a remedy for the Association's intentional and willful non-enforcement of this Article XXIV to enforce collection

from the Association of educational impact fees that are otherwise exempt had compliance of this Article XXIV been diligently and continuously enforced by the Association. The costs and expenses of the Association fulfilling this covenant of payment of educational impact fees shall be an Operating Expense of the Association payable by all Owners as part of the Operating Expenses.

24. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

25. This Second Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Osceola County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Second Amendment to be executed by its duly authorized representative as of this 30 day of August, 2017.

WITNESSES:

"DECLARANT"

BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership

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

Print Name: Lori E. Joyce

By: _____
Name: Michael Moser
Title: Authorized Signatory

[Company Seal]

Print Name: Jennifer LaRemina

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 30 day of August, 2017, by Michael Moser, as Authorized Signatory of VII GP HARMONY, L.L.C., a Delaware limited liability company, as General Partner of BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership. He/She [is personally known to me] [has produced _____ as identification].

LORI E. JOYCE
MY COMMISSION EXPIRES
September 19, 2019
#FF 233387
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Lori E. Joyce

my commission expires:
9/19/19

JOINDER

LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the Second Amendment to Master Declaration for Lakes of Harmony (the "**Second Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the terms provided in the Second Amendment and does not affect the validity of the Second Amendment as the Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30 day of August, 2017.

WITNESSES:

Print Name: Lori E. Joyce

Print Name: Jennifer LaFleming

"ASSOCIATION"

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

By: Bill Kouwenhoven
Bill Kouwenhoven
President

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 30 day of August, 2017, by Bill Kouwenhoven, as President of LAKES OF HARMONY COMMUNITY ASSOCIATION, INC. a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

Notary Public
Print Name: Lori E. Joyce

My Commission Expires: 9/19/19

LORI E. JOYCE
MY COMMISSION EXPIRES
September 19, 2019
#FF 233387
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

#5427644 v7

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

This document is being recorded to correct the First Amendment to Master Declaration for Lakes of Harmony recorded on September 11, 2018, at Official Records Book 5398, Page 1595 of the Public Records of Osceola County, Florida. The prior document was inaccurately titled as the "First" Amendment.

CORRECTIVE THIRD AMENDMENT TO MASTER DECLARATION FOR LAKES OF HARMONY

THIS THIRD AMENDMENT TO MASTER DECLARATION FOR LAKES OF HARMONY ("Amendment") is made and entered into this 5th day of September, 2018, 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").

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 II, Section 2.16 is amended as follows:

Recorded in Osceola County, FL ARMANDO RAMIREZ, CLERK OF COURT 09/25/2018 10:12:56 AM RECEIPT # 2100598
Rec Fees 35.50 EXTRA NAMES
CFN# 2018143981 BK 5406 PG 1020 PAGE 1 OF 4

Common Area. All real property interests and personalty within LAKES OF HARMONY designated as Common Areas from time to time by the Declaration, by the Plat or by recorded amendment to this Declaration and provided for owned, leased by, or dedicated to, the common use and enjoyment of the Owners within LAKES OF HARMONY. The Common Areas may include, without limitation, the Recreational Facilities (as defined herein), the Access Control System (as defined herein), roadways located at the entrance of each Neighborhood, open space areas, internal buffers, entrance features, landscaped areas, improvements, irrigation facilities, sidewalks, commonly used utility facilities and project signage. The Common Areas do not include any portion of any Unit. The term "Common Areas" shall include Exclusive Common Areas as defined herein. NOTWITHSTANDING ANYTHING HEREIN CONTAINED OT THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARATION TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. FURTHER, AND WITHOUT LIMITING THE FOREGOING, CERTAIN AREAS THAT WOULD OTHERWISE BE COMMON AREAS SHALL BE OR HAVE BEEN CONVEYED TO THE CDD AND SHALL COMPRISE PART OF THE CDD FACILITIES (AS DEFINED HEREIN). CDD FACILITIES SHALL NOT INCLUDE COMMON AREAS. Tracts I-100, I-200, I-300, I-550, and I-560 as depicted on the Plat for "Harmony Neighborhood I" according to the Plat thereof, recorded in Plat Book 24, Page 110-119, Public Records of Osceola County, Florida shall not be included as part of the Common Area.

Tracts I-100, I-200, I-300, I-550, and I-560 as depicted on the Plat for "Harmony Neighborhood I" according to the Plat thereof, recorded in Plat Book 24, Page 110-119, Public Records of Osceola County, Florida shall be the maintained by South Lakes Association.

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 5th day of September, 2018.

WITNESSES

Print Name: JENNIFER JERMAN

Print Name: ROBIN SMITH

HARMONY FLORIDA LAND, LLC. a Delaware limited liability company

By:
Name: R. LEO A. JERMAN
As Its: VP

STATE OF FLORIDA
COUNTY OF Seminole

THE FOREGOING instrument was acknowledged before me this 5 day of September 2018, by RICHARD JERMAN, as VICE PRESIDENT of HARMONY FLORIDA LAND, LLC, who is personally known to me or produced _____ and who did/did not take an oath.

Christine Rachelle Kontogiannis
Notary Signature
Notary Stamp or Seal:

CHRISTINE RACHELLE KONTOGIANNIS
MY COMMISSION # FF 984580
EXPIRES: April 21, 2020
Bonded Thru Budget Notary Services

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 5th day of September, 2018.

WITNESSES

Print Name: Jennifer Kearns

Print Name: Robin Smith

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

By:

Print Name: Richard A. Jerman

As Its: Pres.

STATE OF FLORIDA

COUNTY OF Seminole)

THE FOREGOING instrument was acknowledged before me this 5 day of September 2018, 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.

Notary Signature

Notary Stamp or Seal:

NOTARY PUBLIC STATE OF FLORIDA

CHRISTINE RACHELLE KONTOGIANNIS
MY COMMISSION # FF 984560
EXPIRES: April 21, 2020
Bonded Thru Budget Notary Services