

**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 5<sup>th</sup> 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:

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 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 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 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]

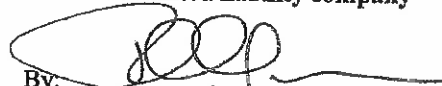
IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 5th day of September, 2018.

WITNESSES

HARMONY FLORIDA LAND, LLC, a  
Delaware limited liability company



Print Name: JENNIFER JERNAN



By: \_\_\_\_\_  
Name: B. D. A. Jernan

As Its: VP



Print Name: ROBIN SMITH

STATE OF FLORIDA  
COUNTY OF Seminole

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



Notary Signature

Notary Stamp or Seal:



CHRISTINE RACHELE KONTOGIANNIS  
MY COMMISSION # FF 884580  
EXPIRES: April 21, 2020  
Bonded Thru Surety History 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

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

[Signature]  
Print Name: Kevin Lee

By: [Signature]  
Print Name: Richard A. Jeram  
As Its: President

[Signature]  
Print Name: Robin Smith

STATE OF FLORIDA  
COUNTY OF Seminole

JOINDER

THE FOREGOING instrument was acknowledged before me this 5 day of September 2018, by Richard Jeram of LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., who is personally known to me or produced \_\_\_\_\_ and who did/did not take an oath.

[Signature]  
Notary Signature  
Notary Stamp or Seal:



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