

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

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448 S. Alafaya Trail, Unit 8  
Orlando, FL 32828  
(407) 269-5346

**SIXTH AMENDMENT TO  
COMMUNITY DECLARATION FOR SOUTH LAKES OF HARMONY**

THIS SIXTH AMENDMENT TO COMMUNITY DECLARATION FOR SOUTH LAKES OF HARMONY ("Amendment") is made and entered into this 6 day of April, 2023, by SOUTH 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 Community Declaration for South Lakes of Harmony Lakes on January 6, 2016 in Official Records Book 4895, Page 1273, Public Records of Osceola County, Florida, as may have been amended and/or supplemented thereafter, encumbering the planned community known as South Lakes of Harmony ("Development"), as amended by that certain First Amendment to Community Declaration for South Lakes of Harmony, recorded in Official Records Book 4986, Page 2804, Public Records of Osceola County, Florida; as amended by that certain Second Amendment to Community Declaration for South Lakes of Harmony, recorded in Official Records Book 5205, Page 548, Public Records of Osceola County, Florida; as amended by that certain Corrective Third Amendment to Community Declaration for South Lakes of Harmony, recorded in Official Records Book 5398, Page 1633, Public Records of Osceola County, Florida, and corrected and re-recorded in Official Records Book 5406, Page 1028, Public Records of Osceola County, Florida, and as amended by that certain Fourth Amendment to Community Declaration for South Lakes of Harmony, recorded in Official Records Book 5344, Page 2928, Public Records of Osceola County, Florida, as amended by that certain Fifth Amendment to Community Declaration for South Lakes of Harmony, recorded in Official Records Book 5870, Page 1033, Public Records of Osceola County, Florida (collectively "Declaration")

B. Pursuant to Article XIX of the Declaration, the 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; and

C. Association desires to amend certain portions of the Declaration as set forth herein.

NOW THEREFORE, Association 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 Association having authority to make such amendments, modifies the Declaration as follows (additions are indicated by underlining; deletions are indicated by strikeouts): Article IV Section 1 is amended as follows:

Article IV Restrictions Affecting On Occupancy and Alienation

(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 and proposed 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 Article IV, in addition to all remedies available to the Association under this Declaration and Florida Law. In the event of non-compliance of this Section 4.1(e) by any Owner and the intentional and willful non-enforcement of compliance with this Section 4.1(e) to enforce collection from the Association of educational impact fees that are otherwise exempt had compliance of this Section 4.1(e) been diligently and continuously enforced by the Association. The costs and expenses of the Association fulfilling this covenant of payment of education impact fees shall be an Operating Expenses of the Association payable by all Owners as part of the Operating Expenses.

(f) In the event of a proposed transfer of Occupancy, as a result of transfer for title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location or otherwise, each Owner shall immediately submit a transfer of occupancy application on a form as provided by the Association to the Association, as well as any additional documents that can reasonably be required to confirm the proposed Occupant's age. The following documents are required to be submitted in addition to the application:

Exhibit A- Comprehensive Rider to the Residential Contract for Sale and Purchase-Housing for Older Persons (to be provided for transfer of title)

Exhibit B Homeowners' Association/Community Disclosure (to be provided for transfer of title)

Exhibit C- Verification of Occupancy South Lakes of Harmony Community Association, Inc.

Exhibit D- South Lakes Use Restrictions and Rules Acceptance

These exhibits are provided as a sample only and an updated form may be required by the Association. These forms may be amended at any time by the Board without amendment to the Declaration.

(g) All changes in Occupancy shall require Association approval prior to the change in occupancy, this includes, a transfer of title, purchase, sale, lease or sublease, a birth or death, change in marital status, vacancy, chance in location or otherwise. Within fifteen (15) days after receipt of any and all information required under this Declaration, the

Association may, but shall not be required to either approve or disapprove the proposed transaction. No applications will be approved where there is not at least one occupant residing within the Unit who is fifty five (55) years of age or older. If no action is taken within fifteen (15) days by the Association, the transaction is deemed approved.

(h) An administrative fee of seventy-five (\$75.00) dollars shall be provided to Association with all applications. This fee may be increased, decreased, or waived by the Board without amendment to the Declaration.

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.

I HEREBY CERTIFY that this Sixth Amendment to Community Declaration for South Lakes of Harmony was adopted on the 6 day of April, 2023.

WITNESSES

SOUTH LAKES OF HARMONY  
COMMUNITY ASSOCIATION, INC.

Barbara A. Pinazzo  
Print Name: Barbara A. Pinazzo

By: Michael D. Van Houten  
Name: Michael D. Van Houten  
As Its: President

David Bauer  
Print Name: David Bauer

STATE OF FLORIDA )  
COUNTY OF OSCEOLA )

THE FOREGOING instrument was acknowledged before me this 6<sup>th</sup> day of APRIL, 2023, by MICHAEL DAVID VAN HOUTEN as PRESIDENT of SOUTH LAKES OF HARMONY COMMUNITY ASSOCIATION, INC. who is personally known to me or produced FLORIDA DRIVER LICENSE and who did did not take an oath.

Adam Kosna  
Notary Signature ADAM KOSNA NOTARY PUBLIC  
Notary Stamp or Seal:

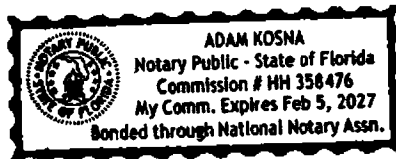
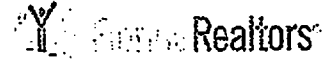


Exhibit A

**Comprehensive Rider to the  
Residential Contract For Sale And Purchase**

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between \_\_\_\_\_ (SELLER) and \_\_\_\_\_ (BUYER) concerning the Property described as \_\_\_\_\_ **Harmony** \_\_\_\_\_ **FL 34773-6103**

**Buyer's Initials** \_\_\_\_\_

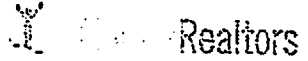
**Seller's Initials** \_\_\_\_\_

**Q. HOUSING FOR OLDER PERSONS**

Buyer acknowledges that the owners' association, developer or other housing provider intends the Property to provide housing for older persons as defined by federal law. While Seller and Broker make no representation that the Property actually qualifies as housing for older persons, the housing provider has stated that it provides housing for persons who are  62 years of age and older  55 years of age and older.

**Comprehensive Rider to the Residential Contract For Sale And Purchase**

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between the parties and the clauses below will be incorporated therein:

\_\_\_\_\_ (SELLER)  
and \_\_\_\_\_ (BUYER)  
concerning the Property described as \_\_\_\_\_  
\_\_\_\_\_ Harmony \_\_\_\_\_ FL 34773-6103

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

**B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE**

**PART A. DISCLOSURE SUMMARY**

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

**BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.**

Disclosure Summary For \_\_\_\_\_  
(Name of Community)

1. AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE \_\_\_\_\_ BUYER \_\_\_\_\_

DATE \_\_\_\_\_ BUYER \_\_\_\_\_

Exhibit C

**Verification of Occupancy South Lakes of Harmony Community Association, Inc.**

The governing documents for your community require the Association to maintain and update records related to age verification of residents at least once every two years. The process helps to ensure compliance with federal regulations that govern housing for persons 55 years of age or older. When returning the survey, you will need to provide for review at least one form of documentation referenced below as proof of age for the Qualifying Occupant. The information collected by the survey may be produced by the Association in response to a complaint filed to determine compliance with federal regulations that govern housing for persons 55 years of age or older. Thank you for participating in this survey.

Address of Unit: \_\_\_\_\_

Name of Qualifying Occupant\*: \_\_\_\_\_

Age & Birth Date of Qualifying Occupancy: \_\_\_\_\_

\*Qualifying Occupancy must be 55 years or older and be a permanent occupancy of the Unit and consider the Unit to be his or her legal residence and actually reside in the Unit.

Name and ages of all other persons occupying Unit on date below:

Name	Age	Birth Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

The above information is provided by the undersigned who resides in the Unit, being at least 19 years of age and having full knowledge of the facts, under penalty of perjury, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____

**For Association use Only:**

Proof of Age Document Presented:

- \_\_\_ Drivers Licenses
- \_\_\_ Immigration Card
- \_\_\_ Birth Certificate
- \_\_\_ Passport
- \_\_\_ Military Identification
- \_\_\_ Other official government ID showing birth date.
- \_\_\_ Affidavit of knowledgeable person signed under penalty of perjury.
- \_\_\_ Prior forms or certifications dated within the past 2 years.
- \_\_\_ Other document: \_\_\_\_\_

Date: _____	By: _____
	Signature of Association Representative
	Print Name: _____

Exhibit D

**South Lake Use Restrictions and Rules**

By signing below, the new homeowner or lessee acknowledges that residents of the South Lakes of Harmony are required to abide by the Use Restrictions and Rules in Exhibit B of the Community Declaration (or any subsequent updates) for South Lakes of Harmony Community Association, Inc., a Florida not-for-profit corporation.

Signature of Buyer of Lessee: \_\_\_\_\_

Print Name of Buyer or Lessee: \_\_\_\_\_

Signature of Buyer of Lessee: \_\_\_\_\_

Print Name of Buyer or Lessee: \_\_\_\_\_