

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:
Don H. Nguyen, Esquire
DHN Attorneys, PA
3203 Lawton Rd., Ste. 125
Orlando, FL 32803
(407) 269-5346

This document is being recorded to correct the First Amendment to Community Declaration for South Lakes of Harmony recorded on September 11, 2018, at Official Records Book 5398, Page 1633 of the Public Records of Osceola County, Florida. The prior document was inaccurately titled as the "First" Amendment.

**CORRECTIVE THIRD AMENDMENT TO
COMMUNITY DECLARATION FOR SOUTH LAKES OF HARMONY**

THIS THIRD AMENDMENT TO COMMUNITY DECLARATION FOR SOUTH 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 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 ("Declaration"), encumbering the planned community known as South 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 1815 of the Public Records of Osceola County, Florida;

C. Pursuant to Article XIX of the Declaration, Developer shall have the right to unilaterally amend the Declaration for any purpose; and

D. Developer desires to amend certain portions of the Declaration 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 2.14 is amended as follows:

Common Area. All real property interests and personalty within SOUTH LAKES OF HARMONY designated as Common Areas from time to time by the Declarant, by the Plat or by recorded amendments to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within SOUTH LAKES OF HARMONY. The Common Areas may include, without limitation, private roadways, open space areas, internal buffers, entrance features, landscape 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 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 be Common Area.

b. Article 5.2(c) is amended as follows:

~~The Association also shall be responsible for the maintenance, repair and replacement of damaged piping, sprinkler heads, valves or other components of each Unit's irrigation system, except as otherwise provided herein and except as required due to Owner negligence. The cost associated with maintenance, repair and replacement of the irrigation facilities shall be part of the Service Area Operating Expenses of the applicable Service Area, and each Owner of a Unit in the applicable Service Area shall pay an equal share of such costs. The Association shall have access to control boxes and/or devices used in connection with any irrigation system that may be installed on any Unit and Owners are not permitted to block access to or tamper with the same. Access to control boxes and/or devices used in connection with any irrigation system shall be installed on the exterior of the Unit's dwelling (e.g. shall not be installed within garages) and shall be readily accessible to the Association. The Association reserves the right to place locks on any control boxes and/or devices used in connection with irrigation regardless of their location. Notwithstanding the foregoing, the Association shall have no responsibility for repair and replacement of the irrigation controller and rain sensor of any Unit's irrigation system. Each Owner shall be responsible for maintenance, repair and replacement of damaged piping, sprinkler heads, valves or other components of each Unit's irrigation system as well as repair and replacement of the irrigation controller and rain sensor located within their respective Unit. In the event the damaged piping, sprinkler heads, valves or other components of each Unit's irrigation system, irrigation controller and rain sensor are not repaired and replaced by the Owner of the applicable Unit, the Association may, but shall not be obligated to, repair and replace such irrigation controller and rain sensor systems on~~

behalf of the Owner. The costs and expenses of such repairs and replacements plus Twenty-Five and no/100 Dollars (\$25.00) (or such other amount determined by Association in its sole and absolute discretion) shall be assessed against the respective Unit as a Specific Assessment.

c. Article 6.3(b) is amended as follows:

The sole Class "B" Member shall be ~~include the Declarant and any Builders~~. 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 ~~or any Builders~~ 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 committee as specifically provided elsewhere in the Governing Documents. The Class "B" Control Period shall terminate when the Declarant ~~and/or any Builders is/are~~ 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.

d. ~~Exhibit A~~ to the Declaration is amended to delete the following:

~~LESS AND EXCEPT:~~

~~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.~~


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 JERINA

By: 
Name: Richard A. Jerina
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 Jerina, 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 88480
EXPIRES: April 21, 2020
Bonded Thru Budget Notary Services

JOINDER


SOUTH LAKES OF HARMONY COMMUNITY ASSOCIATION, INC.

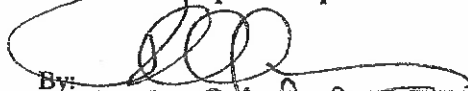
SOUTH LAKES OF HARMONY COMMUNITY ASSOCIATION, INC. ("Association") does hereby join in the First Amendment to Community Declaration for South Lakes of Harmony ("Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. 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.

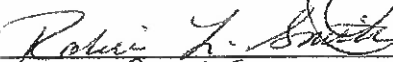
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 5th day of September, 2018.

WITNESSES

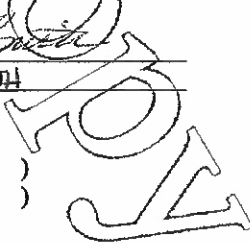
SOUTH LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida-not-for-profit corporation


Print Name: JENNIFER ADAMS


By: 
Print Name: Richard A. Jerman
As Its: President


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 JERMAN of SOUTH 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:

