

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

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*This document is being recorded to correct a scrivener's error in the document recorded at OR 5644, PG 2928 regarding Article 8.10

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

THIS FOURTH AMENDMENT TO COMMUNITY DECLARATION FOR SOUTH LAKES OF HARMONY ("Amendment") is made and entered into this 10 day of November, 2019, 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, 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; and 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 (collectively "Declaration")

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 8.7(d) is amended as follows:

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. In addition to any Base Assessment, Special Assessment, or Specific Assessments due, the estoppel certificate shall include as the Resale Contribution pursuant to Section 8.10(b) to be paid by the purchaser of such Unit at closing, and which may be treated and collected as an assessment pursuant to Section 8.8. 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.

b. Article 8.10 is added as follows:

There shall be collected upon every conveyance of a Unit by an Owner a resale contribution in an amount to be determined by resolution of the Board (“the “Resale Contribution”). The Resale Contribution may be periodically increased or decreased by a resolution of no less than a majority of the Board in its reasonable discretion. In the event that a Resale Contribution is not collected and paid to the Association upon the conveyance of a Unit, the Association may treat the Resale Contribution as an assessment and cause for same to be collected pursuant to Section 8.8. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of the Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, funding of Reserves, support costs and start-up costs.

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.

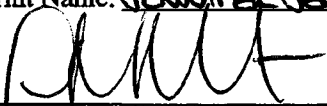
[SIGNATURE AND ACKNOWLEDGEMENT APPEAR ON THE FOLLOWING PAGE]


IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this ____ day of _____, 2019.

WITNESSES

HARMONY FLORIDA LAND, LLC, a Delaware limited liability company,



Print Name: JENNIFER KEENAN

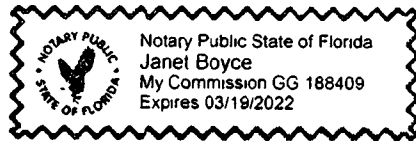

Print Name: DENISE MARLOW

By: 
Name: RICHARD KEENAN
As Its: PRESIDENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THE FOREGOING instrument was acknowledged before me this 20 day of ~~November~~ 2019, by RICHARD KEENAN, as 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:



JOINDER

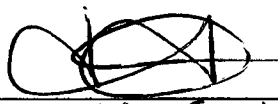
SOUTH LAKES OF HARMONY COMMUNITY ASSOCIATION, INC.

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.

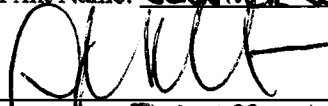
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2019.

WITNESSES

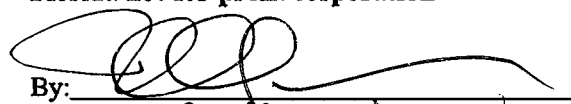
**SOUTH LAKES OF HARMONY
COMMUNITY ASSOCIATION, INC., a
Florida not-for-profit corporation**



Print Name: JENNIFER VERMA



Print Name: DENISE MARLOW



By: _____

Print Name: RICHARD VERMA

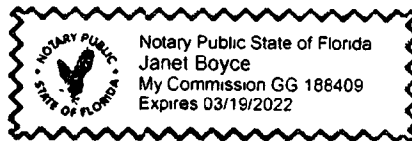
As Its: PRESIDENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THE FOREGOING instrument was acknowledged before me this 20 day of NOVEMBER 2019, by RICHARD VERMA 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:



**RESOLUTION OF THE BOARD OF DIRECTORS OF
SOUTH LAKES OF HARMONY COMMUNITY ASSOCIATION, INC.**

WHEREAS, South Lakes of Harmony Community Association, Inc. ("Association") is a homeowners association organized under the laws of the State of Florida and pursuant to Community Declaration for South Lakes of Harmony Lakes as recorded in Official Records Book 4895, Page 1273, Public Records of Osceola County, Florida, as amended, ("Declaration"); and

WHEREAS, Articles 8.7(d) and 8.10(b) of the Declaration provide the Board of Directors of the Association with the authority levy a Resale Contribution to be paid by the purchaser of such Unit at closing; and

WHEREAS, the Board of Directors of the Association has determined that it is in the best interest of the Association to set the amount for the Resale Contribution to be \$500.00; and

WHEREAS, at a duly noticed meeting held on October 10, 2019, more than a majority of the Board of Directors voted in favor of levying an Initial Assessment as set forth above; and

WHEREAS, the Board of Directors seeks to ratify, memorialize in written form, the action of the Association as set forth above.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Association that an Initial Assessment in the amount of \$500.00 per Unit is hereby levied and approved by not less than a majority of the Board of Directors.


PASSED AND DULY adopted at a meeting of the Board of Directors of South Lakes of Harmony Community Association, Inc. this ____ day of _____, 2019.



President

STATE OF FLORIDA)
COUNTY OF SEMIOLA)

THE FOREGOING instrument was acknowledged before me this 20 day of NOVEMBER 2019, by RICHARD YELTON, as President 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:

