

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

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

THIS FIFTH AMENDMENT TO COMMUNITY DECLARATION FOR SOUTH LAKES OF HARMONY ("Amendment") is made and entered into this 16th day of December, 2020, 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; 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 (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): Article Section is amended as follows:

5.2 Unit Maintenance Obligations

(a) The Association shall be responsible for maintaining the landscaped areas within each Unit to the extent provided in this Section 5.2(a). The Association's landscape maintenance responsibilities include weeding, trimming, mowing, mulching, and fertilization of grass, shrubs and ornamentals, and landscape-related exterior pest control. The Association shall only be responsible to mulch the front yard flower beds. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion.

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 16th day of December, 2020.

WITNESSES

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

[Signature]
Print Name: William Haynie

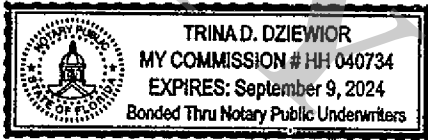
By: [Signature]
Name: Richard A. Jensen
As Its: VP

[Signature]
Print Name: Trina D. Dziejewicz

STATE OF FLORIDA (FL)
COUNTY OF Seminole

THE FOREGOING instrument was acknowledged before me this 16th day of December, 2020, by Richard Jensen, as _____ of HARMONY FLORIDA LAND, LLC, who is personally known to me or produced _____ and who did/did not take an oath.

[Signature]
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 Fifth 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 16th day of December, 2020.

WITNESSES

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



Print Name: William Haynes


By: _____
Print Name: Richard D. Jerman
As Its: President


Print Name: Trina Dziejwior

STATE OF FLORIDA FL)
COUNTY OF Seminole

THE FOREGOING instrument was acknowledged before me this 16th day of December 2020, 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:

