

**PREPARED BY AND RETURN TO:**

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**SECOND AMENDMENT TO MASTER DECLARATION  
FOR  
LAKES OF HARMONY**

THIS SECOND AMENDMENT TO THE MASTER DECLARATION FOR LAKES OF HARMONY (this "**Second Amendment**") is made by BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership (the "**Declarant**") and joined in by LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

**RECITALS**

A. The Declarant recorded the Master Declaration for Lakes of Harmony in Official Records Book 4895, Page 1122, of the Public Records of Osceola County, Florida (the "**Original Declaration**") as amended by the First Amendment to Master Declaration for Lakes of Harmony, recorded in Official Records Book 4986, Page 2778 (the "**First Amendment**"), all of the Public Records of Osceola County, Florida. This Second Amendment, together with the Original Declaration and the First Amendment shall be referred to as the "**Declaration**."

B. Pursuant to Article ~~XIX~~ Section 19.1 of the Declaration, the Declarant may amend the Declaration until termination of Class "B" Control Period without the joinder or consent of any person or entity.

C. Class B Control Period has not terminated.

NOW THEREFORE, the Declarant hereby amends the Declaration as set forth herein.

Words in the text which are lined through (————) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event there is a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, this Second 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. Article I, Section 1.1(d) of the Declaration is hereby amended as follows:

(d) Unless otherwise required by Florida law, this Declaration may not be terminated except by an instrument signed by (i) seventy-five percent (75%) of the total Voting Interests, and (ii) Declarant, if Declarant owns any portion of the Properties. Any such instrument shall set forth the intent to terminate this Declaration and shall be recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement or the rights of the Club Owner without the consent of the Club Owner. Notwithstanding this provision, Article XXIV and Section 1.6 of this Declaration will survive the termination of this Declaration and shall run with the land.

4. Article I, Section 1.6 of the Declaration is hereby amended as follows:

1.6 Restrictions Affecting Occupancy and Alienation. The covenants, conditions and restrictions of this Declaration set forth in Article XXIV (the "**Occupancy and Alienation Restrictions**") shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association, any aggrieved Owner and their respective legal representatives, heirs, successors and assigns and shall survive the termination of this Declaration should termination occur before the thirty (30) year timeframe. In no event shall the Occupancy and Alienation Restrictions be revoked, modified or amended for a period of thirty (30) years from the recording of this Declaration in the Public Records.

5. Article II, Section 2.1 of the Declaration is hereby amended as follows:

2.1 Age-Qualified Occupant. A natural person who is fifty-five (55) years of age or older ~~who has designated the Unit as the Age-Qualified Occupant's primary residence. Occupancy as a primary residence shall be established by the mailing address for the individual, official address on file for voter registration or driver's license or other means to establish legal residency under Florida law.~~

6. Article II, Section 2.27 of the Declaration is hereby amended as follows:

2.27 Master Plan. The land use plan for the development of the Properties as it may be amended from time to time. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of any property from the Master Plan bar its later annexation in accordance with Article IX. The Master Plan is subject to change (including material changes) at any time and from time to time, without notice and such change may increase or decrease the number of Units. Notwithstanding the foregoing, all Properties legally described on Exhibit A are subject to Article XXIV and Section 1.6 of this Declaration. The land use plan may not be amended, modified, or revoked to remove any Properties currently included in Exhibit A from being subjected to Article XXIV and Section 1.6.

7. Article II, Section 2.33 of the Declaration is hereby amended as follows:

- 2.33 Neighborhood Declaration. A declaration of covenants, conditions and restrictions applicable to a particular Neighborhood, which may include use restrictions and specific maintenance obligations applicable to such Neighborhood(s). In the event of a conflict between this Declaration and any Neighborhood Declaration, the terms of this Declaration shall control except to the extent that such Neighborhood Declaration provides specific use restrictions and maintenance requirements for the Neighborhood. The lien rights provided in any Neighborhood Declaration shall be subordinate to the lien rights provided in this Declaration. Notwithstanding the foregoing, no use restrictions may conflict with the Restrictions Affecting Occupancy and Alienation as stated in Article XXIV.
8. Article II, Section 2.43 of the Declaration is hereby amended as follows:
- 2.43 Qualified Occupant. Any natural person (i) nineteen (19) years of age or older who Occupies a Unit and was the original Occupant following purchase of the Unit from the Declarant or a Builder; or (ii) a natural person nineteen (19) years of age or older who Occupies a Unit with an Age-Qualified Occupant. Under no circumstances shall a person under the age of nineteen (19) years be considered a Qualified Occupant.
9. Article II, Section 2.46 of the Declaration is hereby amended as follows:
- 2.46 Resident. Each natural person who resides in a Unit pursuant to the terms of this Declaration.
10. Article III, Section 8.1(b) of the Declaration is hereby amended as follows:
- (b) All provisions of the Governing Documents shall apply to all Owners, tenants, Occupants, guests and invitees of any Unit. Each Owner shall be responsible for inserting a provision in any lease of its Unit informing the lessees and all Occupants of the Unit of the Governing Documents; however, failure to include such a provision in the lease shall not relieve any Person of responsibility for complying with the Governing Documents. Additionally, each Owner shall include the following language in any lease of its Unit "The leased premises is part of a community comprised of residents that are mostly fifty-five (55) years of age and older consistent with federal law. The lessee must be at least fifty-five (55) years of age or older. Additionally, no persons under the age of nineteen (19) may reside within the leased premises."
11. Article IX, Section 9.1(a) of the Declaration is hereby amended as follows:
- (a) Until forty (40) years after the recording of this Declaration, Declarant may annex (i.e. unilaterally subject to the provisions of this Declaration) additional lands to the Properties. Except as otherwise provided herein, prior to the termination of the Class "B" Control Period, only Declarant may add additional lands to the Properties. The School District of Osceola County shall have the right to approve annexations and/or any additions or deletions of land by the Declarant.
12. Article IX, Section 9.1(b) of the Declaration is hereby amended as follows:

- (b) The annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration which may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Such Supplemental Declaration shall not require the consent of Members. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. The School District of Osceola County shall have the right to approve annexations and/or any additions or deletions of land by the Declarant. Any Supplemental Declaration filed pursuant to this Section 9.1(b) shall not be effective until the Superintendent of the School District of Osceola County approves the application for the filing of a Supplemental Declaration as required in Sections 9.1(a) of this Declaration. The Superintendent of the School District of Osceola County shall be deemed to have approved any such application for the filing of a Supplemental Declaration if the Superintendent does not respond to any such application within sixty (60) days after it receives such application; provided such application is delivered to the Superintendent and the Chief Facilities Officer by certified or registered mail, return receipt requested.

13. Article IX, Section 9.2(a) of the Declaration is hereby amended as follows:

- (a) The Association may subject any real property to the provisions of this Declaration with the consent of the record title owner of such real property, fifty-one percent (51%) of the Class "A" Voting Interests present (in person or by proxy) at a duly called meeting of the Association, and the consent of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1. The School District of Osceola County shall have the right to approve annexations and/or any additions or deletions of land by the Association.

14. Article IX, Section 9.2(b) of the Declaration is hereby amended as follows:

- (b) Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the real property to be annexed and specifically subjecting it to the terms of this Declaration. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the record title owner of the annexed property, and by Declarant, if Declarant's consent is required. Any such annexation shall be effective upon filing of such Supplemental Declaration unless otherwise provided therein. The School District of Osceola County shall have the right to approve annexations and/or any additions or deletions of land by the Association. Any Supplemental Declaration filed pursuant to this Section 9.2(b) shall not be effective until the Superintendent of the School District of Osceola County approves the application for the filing of a Supplemental Declaration as required in Sections 9.2(a) of this Declaration. The Superintendent of the School District of Osceola County shall be deemed to have approved any such application for the filing of a Supplemental Declaration if the Superintendent does not respond to any such application within sixty (60) days after it receives such application; provided such application is delivered to the Superintendent and the Chief Facilities Officer by certified or registered mail, return receipt requested.

15. Article X, Section 10.1 of the Declaration is hereby amended as follows:

10.1 Withdrawal of Property. So long as Declarant has the right to annex property pursuant to Section 9.1, Declarant reserves the right to withdraw any portion of the Properties from the coverage of this Declaration. Such withdrawal shall not require the consent of any Person other than the record title owner of the property to be withdrawn, except the School District of Osceola County shall have the right to approve the withdrawal of any portion of the Properties. Notwithstanding the foregoing, Section 1.6 and Article XXIV imposing Restrictions Affecting Occupancy and Alienation shall run with the land such that properties withdrawn shall continue to be operated as housing for older persons consistent with federal law and no persons under the age of nineteen (19) may reside within the Properties. The withdrawal or deletion of any portion of the Properties shall not be effective until such withdrawal is approved by the School District of Osceola County as provided above.

16. Article X, Section 10.20 of the Declaration is hereby amended as follows:

10.20 Sales by Declarant. Notwithstanding the restrictions set forth in Article XXIV, Declarant reserves for itself, and on behalf of Builders, the right to sell Units for Occupancy to Persons between forty-five (45) and fifty-five (55) years of age; provided, such sales shall not affect compliance with all applicable State and Federal laws under which the LAKES OF HARMONY may be developed and operated as an age-restricted community and Section 24-2 of Osceola County's Code of Ordinances allowing for educational system impact fee exemption conditional upon the satisfaction of certain requirements.

17. Article XXII, Section 22.2 of the Declaration is hereby amended as follows:

22.2 Right to Use the Recreational Facilities. Rights to use any Recreational Facilities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the Association. The Owner(s) of each Unit are entitled use the Recreational Facilities. Use rights in the Recreational Facilities for each Owner shall be limited to the natural persons comprising a "**Family**" residing in the Unit. For purposes of this Article XXII, "Family" means one (1) natural person or not more than two (2) natural persons who are not related to each other by blood or adoption, who customarily reside and live together. The decision as to whether two (2) natural persons reside and constitute a qualifying Family shall be a matter for the Board of Directors in their sole and absolute discretion. Once designated and accepted by the Board as a Family, no change in such persons so constituting the Family for a particular Unit may be made except with the Board's approval in its reasonable discretion. Further, the biological or adopted children of the Family shall be entitled to use the Recreational Facilities if they meet all of the following conditions: (i) said child or children are age twenty-one (21) or less; (ii) such child or children are not married or co-habiting with any third party; (iii) said children do not have custodial children of their own (i.e., grandchildren of the Unit Owner); and (iv) ~~said children reside with are visiting the Owner in the Unit on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university.~~ If a Unit is owned by two (2) or more natural persons who are not a Family, or is owned by an entity that is not a natural person, the Owner of the Unit shall be required to select and designate one (1) Family as defined above to utilize the Recreational Facilities. The Association may restrict the frequency of changes in such designation when there is no change in ownership of the Unit. The Association shall have the right to determine from time to time, and at any time, in the Association's sole discretion,

the manner in which the Recreational Facilities will be made available for use, and the Association may make such facilities open and available to the public for such fees and charges as the Association may determine from time to time in its sole discretion.

18. Article XXIV, Section 24.1 of the Declaration is hereby amended as follows:

24.1 Restrictions on Occupancy. Subject to the rights reserved to Declarant in Section 10.20, the Units within LAKES OF HARMONY are intended for the housing of persons fifty-five (55) years of age or older, and this Declaration operates to restrict persons under the age of nineteen (19) from residing within the LAKES OF HARMONY. The provisions of this Section 4.4 24.1 are intended to be consistent with and are set forth in order to comply with the Fair Housing Amendments Act, 42 U.S.C. §3601 et seq. (1988), as amended, the exemption set out in 42 U.S.C. §3607(b)(2)(C) and the regulations promulgated thereunder (collectively, as may be amended, the "**Act**") allowing discrimination based on familial status. Declarant or the Association, acting through the Board, shall have the power to amend this Section, without the consent of the Members or any Person except Declarant, for the purpose of maintaining the age restriction consistent with the Act, the regulations adopted pursuant thereto and any related judicial decisions in order to maintain the intent and enforceability of this Section.

19. Article XXIV, Section 24.1(a) of the Declaration is hereby amended as follows:

(a) Each Occupied Unit shall at all times be Occupied by at least one (1) natural person fifty-five (55) years of age or older; however, in the event of the death of a person who was the sole Occupant fifty-five (55) years of age or older of a Unit, any Qualified Occupant may continue to Occupy the same Unit as long as the provisions of the Act are not violated by such Occupancy, and no persons under the age of nineteen (19) may reside in any Unit within LAKES OF HARMONY for more than thirty (30) days in any twelve (12) month period or use such residence for other residency purpose to enroll children in a public or charter school.

20. Article XXIV, Section 24.1(c) of the Declaration is hereby amended as follows:

(c) Nothing in this Article XXIV shall restrict the ownership of or transfer of title to any Unit; provided, no Owner under the age of fifty-five (55) may Occupy a Unit unless the requirements of this Article XXIV are met nor shall any Owner permit Occupancy of the Unit in violation of this Article XXIV. Owners shall be responsible for including a statement the Units within LAKES OF HARMONY are intended for the housing of persons fifty-five (55) years of age or older, as set forth in this Article XXIV, in conspicuous type in any lease or other Occupancy agreement or contract of sale relating to such Owner's Unit, which agreements or contracts shall be in writing and signed by the lessee or purchaser and for clearly disclosing such intent to any prospective lessee, purchaser, or other potential Occupant. Every Lease Agreement (as defined herein) for a Unit shall provide that failure to comply with the requirements and restrictions of this Article XXIV shall constitute a default under the Lease Agreement. Additionally, each Owner shall include the following language in any lease of its Unit "The leased premises is part of a community comprised of residents that are mostly fifty-five (55) years of age and older consistent with federal law. The lessee must be at least fifty-five (55) years of age or older. Additionally, no persons under the age of nineteen (19) may reside within the leased premises."

21. Article XXIV, Section 24.1(d) of the Declaration is hereby amended as follows:

- (d) Any Owner may request in writing that the Board make an exception to the requirements for an Age-Qualified Occupant of this Article XXIV with respect to a Unit, based on documented hardship. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Act would still be met. Under no circumstances shall the Board make an exception that would allow persons under the age of nineteen (19) to reside in Units within LAKES OF HARMONY for more than thirty (30) days in any twelve (12) month period.

22. Article XXIV, Section 24.1(e) of the Declaration is hereby amended as follows:

- (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 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 this Article XXIV, in addition to all other remedies available to the Association under this Declaration and Florida law. In the event of non-compliance of this Section 24.1(e) by any Owner and the intentional and willful non-enforcement of compliance with this Section 24.1(e) by the Association against any non-compliant Owner, the School District of Osceola County shall be entitled as a remedy for the Association's intentional and willful non-enforcement of this Section 24.1(e) to enforce collection from the Association of educational impact fees that are otherwise exempt had compliance of this Section 24.1(e) been diligently and continuously enforced by the Association. The costs and expenses of the Association fulfilling this covenant of payment of educational impact fees shall be an Operating Expense of the Association payable by all Owners as part of the Operating Expenses.

23. Article XXIV, Section 24.1(f) is hereby added to the Declaration as follows:

- (f) Upon a violation of this Article XXIV by any Owner that permits someone under the age of nineteen (19) to reside within such Owner's Unit, then such Owner shall pay the School District of Osceola County, Florida, an amount equal to the impact fee applicable to such Owner's Unit, which was exempted from payment as a result of the restrictions provided in this Declaration prohibiting persons under the age of nineteen (19) from residing within LAKES OF HARMONY. In the event of non-compliance of this Article XXIV by any Owner whereby such Owner permits someone under the age of nineteen (19) to reside within such Owner's Unit and the intentional and willful non-enforcement of compliance with this Article XXIV whereby the Association takes no action and permits someone under the age of nineteen (19) to reside within such Owner's Unit, the School District of Osceola County shall be entitled as a remedy for the Association's intentional and willful non-enforcement of this Article XXIV to enforce collection

from the Association of educational impact fees that are otherwise exempt had compliance of this Article XXIV been diligently and continuously enforced by the Association. The costs and expenses of the Association fulfilling this covenant of payment of educational impact fees shall be an Operating Expense of the Association payable by all Owners as part of the Operating Expenses.

24. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

25. This Second Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Osceola County, Florida.

[Signatures on the Following Page]

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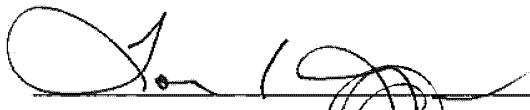
IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Second Amendment to be executed by its duly authorized representative as of this 30 day of August, 2017.

**WITNESSES:**


**"DECLARANT"**

BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership

By: VII GP HARMONY, L.L.C., a Delaware limited liability company, its General Partner

  
Print Name: Lori E. Joyce

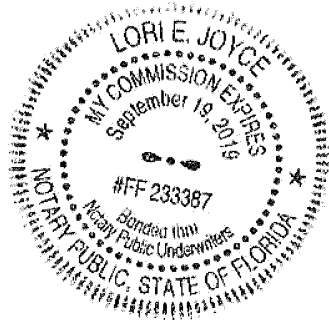
By:   
Name: Michael Moser  
Title: Authorized Signatory

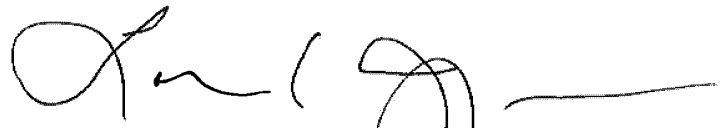
  
Print Name: Jennifer LaRemina

[Company Seal]

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 30 day of August, 2017, by Michael Moser, as Authorized Signatory of VII GP HARMONY, L.L.C., a Delaware limited liability company, as General Partner of BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership. He/She [is personally known to me] [has produced \_\_\_\_\_ as identification].



  
Lori E. Joyce

my commission expires:  
9/19/16

JOINDER

LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the Second Amendment to Master Declaration for Lakes of Harmony (the "Second Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the terms provided in the Second Amendment and does not affect the validity of the Second Amendment as the Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30 day of August, 2017.

WITNESSES:

"ASSOCIATION"

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

*[Handwritten Signature]*

Print Name: Lori E. Joyce

By: *[Handwritten Signature]*

Bill Kouwenhoven  
President

*[Handwritten Signature]*

Print Name: Jennifer Lafermina

[Corporate Seal]

STATE OF FLORIDA

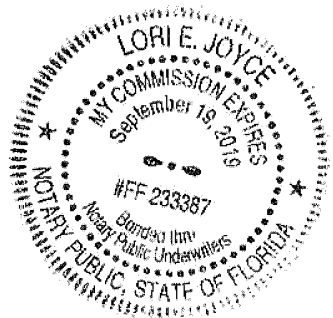
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 30 day of August, 2017, by Bill Kouwenhoven, as President of LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

*[Handwritten Signature]*

Notary Public  
Print Name: Lori E. Joyce

My Commission Expires: 9/19/19



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