

**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

**FIRST AMENDMENT TO
COMMUNITY DECLARATION FOR EAST LAKES OF HARMONY**

THIS FIRST AMENDMENT TO COMMUNITY DECLARATION FOR EAST LAKES OF HARMONY ("Amendment") is made and entered into this 20th day of November, 2019, by HARMONY FLORIDA LAND, LLC, a Delaware limited liability company ("Declarant") and joined by EAST LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

A. HARMONY FLORIDA LAND, LLC recorded that certain Community Declaration for East Lakes of Harmony on September 21, 2018 in Official Records Book 5404, Page 1789-1846, Public Records of Osceola County, Florida, encumbering the planned community known as East Lakes of Harmony ("Development"), ("Declaration");

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

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

NOW THEREFORE, Declarant 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 Declarant 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(b) is amended as follows:

After the Unit has been conveyed by a Builder, there shall be collected upon every subsequent conveyance of a Unit by an Owner a resale contribution in an amount to be determined by resolution of the Board ~~the amount equal to One Thousand and No/100 Dollars (\$1,000.00)~~ ("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 Resale Contribution shall not be applicable to conveyances from Declarant or Builders but shall be applicable to all conveyances by any other Owner. 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.

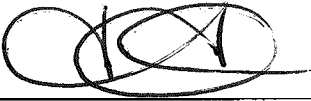
6. **Effect of this Amendment.** Except as modified by, all other terms and provisions of the Declaration shall remain applicable, unchanged, and in full force and effect.

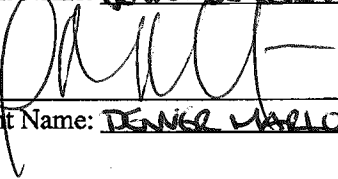
IN WITNESS WHEREOF, the undersigned, being Declarant under the Declaration, has hereunto set its hand and seal this 2 day of NOVEMBER, 2019.


[SIGNATURE AND ACKNOWLEDGEMENT APPEAR ON THE FOLLOWING PAGE]

WITNESSES

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

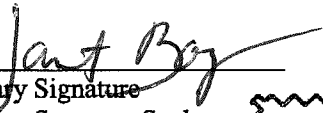

Print Name: JENNIFER VERUS

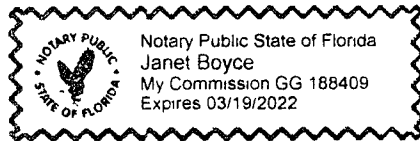

Print Name: DENNIS MARLOW


By: _____
Name: RICHARD VERUS
As Its: THE PRESIDENT

STATE OF FLORIDA)
COUNTY OF SEMNOL)

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



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

WHEREAS, East 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 East Lakes of Harmony as recorded in Official Records Book 5404, Page 1789-1846, 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

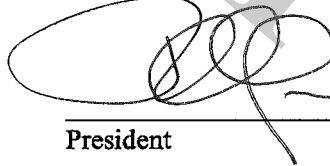
WHEREAS, the Board of Directors of the Association has determined that it is in the best interest of the Association to set the amount for the Resale Contribution to be \$500.00; and

WHEREAS, at a duly noticed meeting held on Oct. 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 East Lakes of Harmony Community Association, Inc. this 20 day of NOVEMBER, 2019.



President

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

THE FOREGOING instrument was acknowledged before me this 20 day of NOVEMBER 2019, by Richard Klein, as President of EAST 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:

