

This instrument prepared by
and return to:

Rosemary O'Shea, Esq.
Baker & Hostetler LLP
200 South Orange Avenue
Suite 2300
Orlando, Florida 32801
(407) 649-4000

CL 2006144567 OR 3174/2640
DLB Date 06/01/2006 Time 14:25:05

**SECOND AMENDMENT OF
HARMONY RESIDENTIAL PROPERTIES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT OF HARMONY RESIDENTIAL PROPERTIES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment") is made and executed this 25 day of May, 2006, by Harmony Residential Owners Association, Inc., a Florida not for profit corporation ("Association") whose address is 2180 West State Road 434, Suite 5000, Longwood, Florida 32779, pursuant to Section 3.2(a) of the Harmony Residential Properties Declaration of Covenants, Conditions and Restrictions as recorded in the Public Records of Osceola County, Florida, at Book 2125, Page 2093, as amended by that certain First Amendment of Harmony Residential Properties Declaration of Covenants, Conditions and Restrictions recorded in the Public Records of Osceola County, Florida, at Book 2241, Page 2904, and as supplemented by that certain First Supplemental Declaration recorded in the Public Records of Osceola County, Florida, at Book 2629, Page 245; Second Supplemental Declaration recorded in the Public Records of Osceola County, Florida, at Book 2629, Page 249; Third Supplemental Declaration recorded Public Records of Osceola County, Florida, at Book 2763, Page 865, and as further amended from time-to-time (collectively, the "Declaration").

RECITALS

WHEREAS, pursuant to Section 3.2(a) of the Declaration the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the Use Restrictions and Rules; and

WHEREAS, the initial Use Restrictions and Rules were attached as Exhibit "C" to the Declaration; and

WHEREAS, pursuant to Section 3.2(a) of the Declaration, the Board voted at the June 21, 2005 meeting of the Board to amend the Use Restrictions and Rules to permit the installation and display of Available Signs, as defined in the Amended and Restated Use Restrictions and Rules attached hereto as Exhibit "A" (the "Available Sign Amendment"); and

WHEREAS, pursuant to Section 3.2(a) of the Declaration, the Available Sign Amendment became effective thirty (30) days after its adoption by the Board on July 21, 2005; and

WHEREAS, this Second Amendment is being recorded in the Public Records of Osceola County, Florida to provide record notice of Available Sign Amendment.

NOW THEREFORE,

1. The above recitals are true and correct and incorporated herein by this reference.
2. The Association hereby amends and restates the Use Restrictions and Rules as such are attached to this Second Amendment as Exhibit "A".
3. To the extent that any provision of the Declaration are different from or in contravention of matters in this Second Amendment, this Second Amendment shall control. All other terms of the Declaration shall remain in full force and effect.
4. The terms and conditions of this Second Amendment shall run with the land and the benefits and burdens hereof and of the Declaration shall bind and inure to the benefit of the Owners of the Properties, and any owner or occupant of other lands governed by the Declaration, and their successors, tenants and assigns.
5. All capitalized terms used in this Second Amendment which are not defined in this Second Amendment shall have the same meaning as set forth in the Declaration.

IN WITNESS WHEREOF, the Association has executed this Second Amendment on the day and year first indicated above.

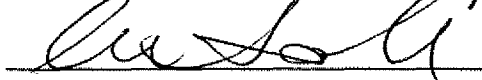
WITNESSES:

"Association"

HARMONY RESIDENTIAL OWNERS ASSOCIATION, INC., a Florida not for profit corporation



Print Name: Steven N. Boyd



Print Name: Amber Sambrano

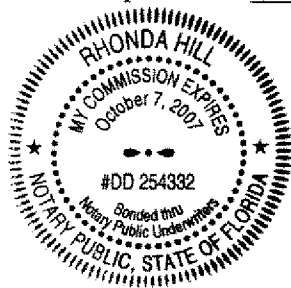
By: 

Name: Robert D. Evans

As its: President

STATE OF FLORIDA)
) SS.
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 25th day of May 2006, by Robert D. Evans, as President of the Harmony Residential Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



(NOTARY SEAL)

Rhonda Hill
(Notary Signature)
Rhonda Hill
(Notary Name Printed)
NOTARY PUBLIC
Commission No. DD 254332

EXHIBIT "A"**Amended and Restated Use Restrictions and Rules**

The following restrictions shall apply to all of the Properties until such time as they are amended, modified, repealed, or limited by rules of the Association adopted pursuant to Article III of the Declaration.

1. **General.** The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or sales office for any real estate broker retained by Developer to assist in the sale of property described on Exhibits "A" or "B," offices for any property manager retained by the Association or business offices for Developer or the Association consistent with this Declaration and any Supplemental Declaration). Except as specifically provided in this Exhibit "C," Units shall be used for single family residential purposes only.

2. **Restricted Activities.** The following activities are restricted within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) **Parking of vehicles on any portion of a Tract, Lot or Unit other than in a garage, carport or driveway; parking of vehicles on that portion of any driveway located between the front facade of the dwelling and the street which the dwelling faces, except temporarily for a period not to exceed 24 hours in any 48 hour period; parking of more than two vehicles per Unit on public or private streets or thoroughfares; or parking of commercial vehicles or equipment, mobile homes, boats, trailers, or stored or inoperable vehicles in places other than enclosed garages, except temporarily for a period not to exceed four hours for loading and unloading; provided, such restrictions shall not apply to construction vehicles or third party service vehicles while providing services to the Tract, Lot or Unit on or adjacent to which they are parked, nor to guest parking in accordance with such reasonable regulations as the Board may adopt; and further provided that the parking of vehicles adjacent to rear alleys shall be permitted provided that no part of any vehicle parked adjacent to a rear alley shall encroach into the paved traffic lane and that the entire portion of the alley within which such vehicle is located is immediately adjacent to the Tract, Lot or Unit to which such vehicle is associated;**

(b) **No animals of any kind shall be raised, bred, or kept by any Owner upon any portion of the Properties except subject to those particular restrictions, guidelines and goals concerning companion animals, habitat and wildlife as are set forth in that certain document entitled Harmony Residential Properties Restrictions, Guidelines and Goals Concerning Companion Animals, Habitat and Wildlife enforced by the Companion Animal, Habitat and Wildlife Committee pursuant to the powers as set forth therein, as such Committee may be appointed by the Board from time to time, or by the Board itself if no such committee shall be appointed. The Companion Animal, Habitat and Wildlife Committee, or the Board acting in its place, shall (i) have authority to enforce the restrictions, guidelines and goals under its jurisdiction and, under such circumstances as are provided in the Harmony Residential Properties**

Restrictions, Guidelines and Goals Concerning Companion Animals, Habitat and Wildlife, (ii) publicly announce its upcoming meetings when not dealing with matters calling for immediate action, (iii) permit any Member to attend its meetings and (iv) if appointed, then after the third year that Harmony has had residents, be comprised of Harmony residents who have lived in Harmony for at least ten (10) months, including both animal owners and nonowners, one licensed veterinarian and one staff member of the Harmony Institute. Except as provided in the Harmony Residential Properties Restrictions, Guidelines and Goals Concerning Companion Animals, Habitat and Wildlife, no exterior structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Properties. Each Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's dwelling.

(c) Any activity or condition that interferes with the reasonable enjoyment of any part of the Properties or that detracts from the overall appearance of the Properties;

(d) Subdivision of a Tract, Lot or Unit into two or more Tracts, Lots or Units, or changing the boundary lines of any Tract, Lot or Unit after a subdivision plat including such Tract, Lot or Unit has been approved and filed in the Official Records of Osceola County, except that Developer, and any person or entity expressly authorized in writing by Developer, shall be permitted to subdivide or replat Tracts, Lots or Units which it owns;

(e) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(f) Occupancy of a Unit by more than two persons per bedroom in the Unit. For purposes of this provision, "occupancy" shall be defined as staying overnight in the Unit more than 30 days in any six-month period;

(g) Operation of golf carts within the Properties except on golf courses and cart paths designated for such purpose, except that agents, employees and representatives of the Association, the Nonresidential Association and the CDD may operate golf carts within the Properties in the performance of their respective duties, and the agents, employees and representatives of Developer and its affiliates may operate golf carts within the Properties in conjunction with their respective development, marketing and sales activities, and provided that nothing herein shall preclude the operation of electric vehicles in and on streets and other paved areas intended for vehicular traffic, if such vehicles meet the requirement of Florida law for operation on public streets at night, and if permitted by Osceola County.

(h) Conducting, participating in, or holding of any events, functions or programs that involve games of chance, raffles, gambling, wagering, betting, or similar activities where the participants pay money or give other valuable consideration for the opportunity to receive monetary or other valuable consideration; provided, however, that the foregoing is not intended to bar the occasional use of the interior of a residential dwelling on the Properties for the activities described in this subparagraph (h) so long as such use is either: (x) in conjunction with fundraising activities for a non-profit or charitable organization, or (y) is a private, social, non-commercial activity;

(i) Any business, trade, or similar activity, except as provided in Paragraph 3 and except that an Owner or occupant residing in a Unit may conduct "discrete business activities" within the Unit so long as the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; the business activity does not involve regular visitation of the Unit or door-to-door solicitation of residents of the Properties; the business activity does not directly or indirectly concern pornographic, adult, nude or sexually oriented materials, content or entertainment; and the business activity is consistent with the residential character of the Properties and does not violate these Use Restrictions and Rules. Examples of "discrete business activities" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Board may restrict any business activities that it determines interfere with the enjoyment or residential purpose of the Properties in its sole and absolute discretion.

An occupant residing in a primary dwelling Unit may conduct such activities from the primary dwelling or a garage apartment on the Unit, or an occupant residing in a garage apartment may conduct such activities from the garage apartment, but no garage apartment shall be leased or otherwise used for any business, trade or similar activity except by a person residing in the primary dwelling or the garage apartment on the Unit.

The leasing of a Unit in accordance with these Use Restrictions and Rules shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Developer or a Builder approved by Developer with respect to its development and sale of the Properties or its use of any Tracts, Lots or Units which it owns within the Properties, including the operation of a timeshare or similar program.

Garage sales, rummage sales, or similar sales not exceeding two consecutive days in duration will not be considered a business or trade within the meaning of this subparagraph 2(i) so long as the Owners or occupants of a Unit do not hold, sponsor or participate in more than one such sale within the Properties in any 12 month period to be held at such time as Owner elects, in Owner's discretion. In addition, Owners and occupants shall be entitled to participate in any and all community-wide garage sales as may be designated by the Board from time to time.

Notwithstanding anything to the contrary in this Declaration, Developer and any Builder approved by Developer may utilize a Unit as a show house or model home. Furthermore, Developer and any approved Builder may utilize a Unit as a sales office for homes being constructed within the Properties; and

(j) Any modifications to the exterior of existing improvements or landscaping, or permanent placement of decorations, sports or play equipment or other structures, signage or personal property on the exterior portions of any Tract, Lot or Unit except as authorized pursuant to Article IV; provided, however:

(i) a reasonable number of holiday and religious decorations may be displayed on a Unit for up to 30 days prior to the holiday or religious observance and up to 14 days thereafter without prior approval, subject to the right of Developer (or the Harmony Design

Committee if delegated authority hereunder by Developer) to require removal of any such decorations which it deems to (A) be excessive in number, size, or brightness, relative to other Units in the area; (B) draw excessive attention or traffic; or (C) unreasonably interfere with the use and enjoyment of neighboring properties; and

(ii) one sign, not exceeding 9" x 12" in size, may be mounted in a window or on a stake not more than 36" above the ground, without prior approval, to identify the Unit as being equipped with a security system and/or monitored by a security service; and

(k) Conversion of any garage or carport to a use which precludes the parking therein of the number of vehicles for which it was originally designed.

(l) Fishing, swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams or other bodies of water within or adjacent to the Properties, except that the owner(s) of the Golf Courses, and their successors and assigns, shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas which are within range of golf balls hit from their respective Golf Courses. The Association shall not be responsible for any loss, damage, or injury to any person or arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the Properties.

3. Home Business Neighborhoods. Developer reserves the right to designate all or substantial areas of the Properties as Home Business Neighborhoods within which home offices may be operated. Use of each Unit located within a Home Business Neighborhood for a home office shall be subject to applicable zoning, licensing and other governmental rules and regulations and such additional covenants and restrictions as may be contained in the Declaration, the Use Restrictions and Rules, any applicable Supplemental Declaration, the deed from Developer conveying such Tract, Lot or Unit, and any covenants and restrictions contained or referenced therein, all of which shall be enforceable by the Association as if set forth in the Declaration. Designation as a Home Business Neighborhood shall not relieve any Unit in such area from complying with any rules, restrictions or covenants, including but not limited to all architectural controls and construction and design criteria which would be applicable to such Unit in the absence of such designation. Unless expressly permitted, no home office shall be operated with more than three (3) employees, including the owner or operator of such office or business. No bed and breakfast or similar establishment shall be operated in a Home Business Neighborhood unless upon property that is properly designated as a Commercial Lot.

4. Prohibited Conditions. The following shall be prohibited within the Properties:

- (a) The operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, unless conducted upon any Tracts or Lots that are designated to permit such use in the Plat for such property and in full compliance with all applicable laws, rules, regulations and ordinances.

- (b) Flags of any kind placed on a Tract, Lot or Unit so as to be visible from outside the dwelling on the Unit, except that one country flag not exceeding 48" x 72" in size and one decorative flag not exceeding 36" x 60" in size may be hung from flagpoles not exceeding 72" in length or 2" in diameter, which are mounted on the exterior facade of the dwelling at a location approved pursuant to Article IV of the Declaration.
- (c) Mailboxes of any kind unless and until approved by Developer (or the Harmony Design Committee if delegated authority hereunder by Developer), and subject to such requirements as may be imposed thereby, which may include, but shall not be limited to, requirements to use or restrictions against the use of individual or "gang" style mailboxes.
- (d) Fences of any kind without prior approval of Developer (or the Harmony Design Committee if delegated authority hereunder by Developer). No wooden fences shall be permitted.
- (e) Exterior lighting fixtures of any kind installed on any Tract, Lot or Unit without the approval of Developer (or the Harmony Design Committee if delegated authority hereunder by Developer). No lighting fixtures nor any other illumination devices, including, but not limited to, holiday lighting displays and ornaments, located anywhere on the structures or grounds of any Tract, Lot or Unit shall be located, directed, or of such intensity to affect adversely, in the sole discretion of the Association, the night time environment of any nearby Unit.
- (f) Exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind, except that:
 - (i) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one (1) meter or less in diameter;
 - (ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one (1) meter or less in diameter or diagonal measurement; or
 - (iii) an antenna that is designed to receive televisions broadcast signals;

(collectively, "Permitted Antennas") shall be permitted in rear yards or mounted on the rear of improvements that have been constructed in accordance with this Declaration; provided, however, that notwithstanding the foregoing, and as a general principle, all Permitted Antennas and related equipment and wiring shall be located so as to minimize their visibility from any street (not including any alley) adjacent to the front or side of any lot, provided that no Owner

shall be required to locate any Permitted Antenna in any location which adversely affects such Permitted Antenna's ability to receive signals or which unreasonably increases the cost that such Owner would incur to install, maintain or use said Permitted Antenna. If an Owner needs to install a Permitted Antenna and/or its related equipment and wiring in any side yard, or on the side of any improvements, or in any front yard, or on the front of any improvements, in order to avoid a diminution in signal reception from said Permitted Antenna or unreasonable costs to install, maintain or use said Permitted Antenna, then, unless prohibited by applicable law, any installation in the front or side yard or on the front or side of any improvements shall be subject to review and approval by Developer or, upon delegation of its powers, by the Harmony Design Committee pursuant to Article IV of the Declaration, which review shall be completed, and the resulting requirements communicated to the Owner, within seven (7) days of receipt of the application for review. Developer or the Harmony Design Committee may impose requirements as to location within the front or side yard or on the front or side of any improvements and the manner of installation and screening with landscaping or otherwise, in order to minimize the visibility of the Permitted Antennas and related equipment and wiring from adjacent streets and adjacent property, so long as such requirements are not inconsistent with applicable law. If any portion of this subparagraph (c) is deemed invalid under applicable law, the balance of the provisions of this subparagraph shall be applied and construed so as to effectuate, to the maximum extent possible, the intent expressed above in this subparagraph (c) regarding locating Permitted Antennas in the least visible location on any lot or improvements.

Developer and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Properties.

5. Leasing of Units. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit or a garage apartment or similar accessory structure on a Lot containing living quarters in addition to the primary dwelling Unit on such Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. No garage apartment or similar accessory structure shall be leased or made available for Leasing unless the Board of Directors or its designated administrator has issued written evidence of Rental Qualification for such garage apartment or accessory structure.

Except as otherwise provided in any applicable Supplemental Declaration or other applicable covenants, Units may be leased in their entirety, or, subject to receipt of Rental Qualification, a garage apartment that is separate from the primary dwelling Unit may be leased; however, no single rooms or other fraction or portion of a Unit or other qualified space may be leased, nor shall any Tract, Lot or Unit or portion thereof be used for operation of a boarding house, "Bed and Breakfast," establishment, or similar accommodation for transient tenants.

Except for leases of garage apartments, or as may otherwise be permitted by any applicable Supplemental Declaration, all leases shall be for an initial term of no less than one year, except with the prior written consent of the Board. Leases of garage apartments that hold Rental Qualification shall be for an initial term of no less than seven months, and no Unit or garage apartment shall be leased to more than two separate tenants in any 12 month period.

Under no circumstances will a Unit or garage apartment be leased in violation of any short-term rental or other applicable law or ordinance.

Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations. There shall be no subleasing or assignment of any lease unless prior written approval is obtained from the Board of Directors or its designated administrator.

6. Signs. The following restrictions on signs shall apply to all Tracts, Lots and Units within the Properties unless otherwise stated or unless otherwise approved by the Board of Directors. All signs must meet the guidelines adopted by the Board of Directors.

- (a) Each Unit may have posted, prior to initial occupancy of the Unit, a sign setting forth the Owner's name and the name of the architect and builder of the Unit and, in the case of a Unit owned by Developer or a Builder approved by Developer, a sign indicating that the Unit is available for sale; provided, any such signs shall be removed at the time of initial occupancy.
- (b) Except as provided in Paragraph 6(a) above, homes that are "for sale" or "for lease" may display one (1) white oval substrate, being 7.5 inches (height) x 11.5 inches (width) in size, made of PVC material with engraved forest green "AVAILABLE" capital lettering in 2 inch font, with 1/16 inch outside forest green border, to include one forest green telephone number in 2 inch vinyl font (an "Available Sign"). Any and all Available Signs shall be single sided with a white back and shall be mounted centrally atop a black 3/4 inch angle iron stake that shall be 4 feet in total length with a welded foot push located 1 foot from the bottom of the stake, such that the Available Sign rests 3 feet above the ground. Any and all Available Signs shall be placed in the front yard of such home only and shall be located 4 feet back from the sidewalk.
- (c) One sign not exceeding 18" x 24" containing political or similar endorsements may be posted on a Unit. Such sign may only be posted for 45 days prior to an election or a vote on a referendum and for two days thereafter.
- (d) Developer may post "model home" or similar signs on a Unit containing model homes open to the public prior to initial occupancy of the Unit.
- (e) A Unit within a Home Business Neighborhood, as described in Paragraph 3 above, may be identified with one sign not to exceed 24" by 36."
- (f) Except as otherwise required by law, or as provided in Paragraph 6(a) above, no other signs including, without limitation, posters, circulars, billboards, or "for lease," "for rent," "for sale," or "open house" signs,

may be posted on any Tract, Lot or Unit so as to be visible from outside the Unit; provided, however, Developer shall be entitled to post signs without Board approval.

7. Single Family Residences. Each Unit may be improved with no more than one single family residential dwelling and such accessory structures and improvements consistent with a residential neighborhood as may be permitted pursuant to the architectural controls described in the Declaration and in the deed conveying the Tract, Lot or Unit.

8. Window Coverings.

(a) Unless Developer (or the Harmony Design Committee, if Developer hereafter elects to delegate such approval responsibility to the Association) otherwise agrees, the only acceptable window coverings that may be affixed to the interior of any windows visible from any street, alley or other portion of the Properties are drapes, blinds, shades, shutters and curtains. The side of such window coverings that is visible from the exterior of any improvements must be white or off-white in color, except that any window coverings consisting of wooden blinds or shutter may be a natural wood color. Notwithstanding the foregoing, Developer (or the Harmony Design Committee, if Developer hereafter elects to delegate such approval responsibility to the Association) may, from time to time, approve additional colors as acceptable for the portions of window coverings visible from streets, alleys, Common Areas or other Units.

(b) No window tinting or reflective coating may be affixed to any window that is visible from any street, alley or other portion of the Properties, without the prior approval of Developer (or the Harmony Design Committee, if Developer hereafter elects to delegate such approval responsibility to the Association). No mirrored coatings will be permitted.

9. Porches. The Association reserves the right to promulgate additional rules and regulations concerning, among other things, criteria and requirements relating to what furnishings and other decorative items may be placed on porches facing any public street. Without limiting the foregoing, in all events, all furnishings and any other items located on porches facing public streets must be designed for outdoor use. Should any plants located on any such porch die, they shall promptly be removed or replaced with living plants.