

Record and Return To:
Claudia Lee, Paralegal
Bedzow, Korn & Kan, P.A.
P.O. Box 8020
Hallandale, FL 33008

COVER PAGE

Declaration of Covenants and Restrictions for
Weitzer Harmony Lakes Townhomes Association, Inc.

Dated November 30th, 1995

LEGAL: SEE EXHIBITS ATTACHED HERETO.

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WEITZER HARMONY LAKES TOWNHOMES ASSOCIATION, INC.

THIS DECLARATION is made this 30th day of November, 19 95 by WEITZER AT HARMONY LAKES, INC., a Florida corporation (hereinafter referred to as "Developer") which declares that the real property described in Article II, which is owned by Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

The following words when used in this Declaration and in the exhibits hereto, including the Articles of Incorporation and By-Laws (unless the context shall prohibit) shall have the following meanings:

Section 1.1 "Association" shall mean and refer to WEITZER HARMONY LAKES TOWNHOMES ASSOCIATION, INC., a Florida corporation not for profit, which is to be incorporated.

Section 1.2 "Board" shall mean and refer to the Board of Directors of the Association, which Board shall be established and shall function in accordance with the Articles of Incorporation and the By-Laws of the Association.

Section 1.3 "Common Areas" shall mean and refer to all property owned by the Association and designated for the use and benefit of Owners, along with such additional parcels of land as may from time to time be designated by Developer as Common Areas under this Declaration, each such designated parcel to be by recorded instrument. The Common Areas shall include, without limitation, all portions of The Properties which are not part of a Lot (as hereinafter defined), and all improvements and landscaping, common roads and sidewalks, the Surface Water Management System (as hereinafter defined), Lakes and Lake Frontage (as hereinafter defined), entry features, signs erected by the Developer to identify WEITZER HARMONY LAKES TOWNHOMES and special design features lying within public ways and such similar items or property which may hereafter be added by Supplemental Declaration regardless of whether such items are capable of being legally described or lie within dedicated areas; together with all future additions thereto, and together with any improvements thereon.

Developer shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Areas such facilities as Developer deems appropriate. The timing and phasing of all such construction shall be solely within the discretion of Developer. The Common Area will be conveyed to the Association in phases, from time to time, as Lots are conveyed to Owners by the Developer. The Common Area to be owned by the Association at the time of

conveyance of the first Lot is legally described in Exhibit B. The addition or withdraw of real property as Common Areas to be conveyed to the Association and the timing of when such Common Area will be conveyed shall be determined, from time to time, by the Developer, in its sole and absolute discretion. Developer reserves the right to alter the legal description of the Common Areas due to scrivener's errors, Unit or Lot changes.

Section 1.4 "County" shall mean and refer to Broward County, Florida.

Section 1.5 "Developer" shall mean and refer to Weitzer at Harmony Lakes, Inc. a Florida corporation, and its successors and assigns. Weitzer at Harmony Lakes, Inc. shall at all times have the right to specifically assign its interest and rights herein as Developer to any successor or nominee.

Section 1.6 "Limited Common Areas" shall mean and refer to those portions of each Lot and each dwelling unit which are owned by an Owner and used exclusively by such Owner, but which shall be maintained by the Association in the same manner that the Common Areas are maintained by the Association. The Limited Common Areas shall include (i) all real property within any Lot less the Residential Unit and less any paved or asphalted area, and (ii) shall include any landscaping thereon. Limited Common Areas are within the boundary lines of each Lot and, as such, title and ownership of such Limited Common Areas are in the Owner of such Lot. Any alterations (landscape or otherwise) in the Limited Common Areas must be approved by the Architectural Control Committee and such approval may be conditioned upon the Unit Owner maintaining the alteration.

Section 1.7 "Lake" shall mean and refer to any lake located within The Properties.

Section 1.8 "Lake Frontage" shall mean and refer to the shorelines of all lakes located within or abutting the Properties.

Section 1.9 "Lot" means each of the lots within the Property upon which no more than one single Residential Unit or Dwelling Unit or Unit is permitted to be erected and such lot is depicted on the Site Plan.

Section 1.10 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Section 3.1 hereof.

Section 1.11 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

Section 1.12 "Residential Unit" or "Dwelling Unit" or "Unit" shall mean and refer to any dwelling unit constructed on a Lot that may be erected on any parcel of land within The Properties, which land is designated by Developer by recorded instrument to be subject to these covenants and restrictions.

Section 1.13 "The Properties" shall mean and refer to all existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedure hereinafter set forth. The Properties shall be known as Weitzer Harmony Lakes Townhomes.

Section 1.14 "Site Plan" means that certain site plan for Village at Harmony Lake attached hereto as Exhibit F to form a part hereof as if fully recited herein.

ARTICLE II

Property Subject To This Declaration: Additions Thereto

Section 2.1 Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Broward County, Florida, and is more particularly described in Exhibit A attached hereto, all of which real property, and all additions thereto, is herein referred to collectively as "The Properties." Developer may from time to time bring other land under the provisions hereof by recording an amendment hereto executed with the formalities of a deed in the Public Records of Broward County, Florida. Such additional land shall be added to The Properties upon the recording of such amendment, and it shall not be necessary for any other person (including, without limitation, Owners of Lots subject to this Declaration) to approve or consent to the addition of land to The Properties. Nothing herein shall obligate Developer to add to The Properties or to develop future portions of Weitzer Harmony Lakes Townhomes or prohibit Developer from rezoning or changing the development plans with respect to such future portions of the Properties.

ARTICLE III

Membership and Voting Rights in the Association

Section 3.1 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a member of the Association. Notwithstanding anything else to the contrary set forth in this Section 3.1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of said Association.

Section 3.2 Voting Rights The Association shall have two (2) classes of voting Members:

Class A. Class A Members shall be all those Owners as defined in Section 3.1 with the exception of the Developer (as long as the Class B membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it otherwise would qualify). Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 3.1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote for each Lot owned by Developer, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time. The Class B membership shall cease upon the sale and conveyance of all of the Lots developed or to be developed in Weitzer Harmony Lakes Townhomes or at any time prior to such sale and conveyance at the election of the Developer.

ARTICLE IV

Property Rights in the Common Areas

Section 4.1 Ownership. The Common Areas shall be conveyed to the Association for the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of The Properties in the manner specified herein. Immediately prior to the conveyance of the first Lot in Weitzer Harmony Lakes Townhomes to a bona fide third party purchaser, or sooner at Developer's option exercisable from time to time as to any portion or all of the Common Areas, the Developer, or its successors and assigns, shall convey and transfer to the Association the record fee simple title to the Common Areas (except those areas lying within dedicated areas or not capable of being legally described) and the Association shall accept such conveyance, holding title for the Owners as stated in the preceding sentence. Beginning upon the date these covenants are recorded, the Association shall be responsible for the maintenance of all Common Areas (whether or not conveyed or to be conveyed to the Association) in a continuous and satisfactory manner without cost to the general taxpayers of Broward County. It is intended that all real estate taxes against the Common Areas shall be proportionally assessed against and payable as part of the taxes of the Lots within the Properties. However, in the event that any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property thereon accruing from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation.

Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties, and for the purpose of construction of any facilities on the Common Areas that Developer elects to build, and Developer shall have the right to use the Common Areas for sales, displays and signs during the period of construction and sales of all of The Properties. The Common Areas cannot be mortgaged or conveyed without the consent of two-thirds (2/3) of the Members (excluding the Developer). Absolute liability is not imposed on Lot Owners for damage to Common Areas or Lots on the Properties.

Section 4.2 Members' Easements. Each Member of the Association, and each tenant, agent and invitee of such Member (including the immediate family residing with such Member), shall have a permanent and perpetual easement for the use and enjoyment of all Common Areas in common with all other Members of the Association, their tenants, agents and invitees. If ingress or egress to any Residential Unit is through the Common Area any conveyance or encumbrance of such area is subject to Lot Owner's easement.

The rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and Limited Common Areas in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded by Developer.

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(b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by any Owner and his designees for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations of the Association.

(c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as provided in Article VIII hereof. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(d) The terms and conditions of this Declaration, and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

(e) The rights of the Developer provided in this Declaration and in the Articles of Incorporation and By-Laws of the Association.

Section 4.3 Easements Appurtenant. The easements provided in Section 4.2 shall be appurtenant to and shall pass with the title to each lot.

Section 4.4 Maintenance. The Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Areas and any and all improvements situated on the Common Areas (upon completion of construction by Developer), including, but not limited to, any recreational facilities, landscaping, paving, entry features, drainage structures, and other structures (except utilities); all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of street lighting fixtures, if any, shall include and extend to payment for electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of Developer's responsibility of the foregoing, the Association shall assume all of Developer's responsibility to the County of any kind with respect to the Common Areas, including, but not limited to, the entry features, and shall indemnify Developer and hold Developer harmless with respect thereto. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V. Such assessments shall be assessed against all Lots equally. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

Section 4.5 Limited Common Areas. The Association shall be responsible for the maintenance of the Limited Common Areas. The Association shall have a permanent and perpetual easement over and across the Lots for the purpose of maintaining the Limited Common Areas.

Section 4.6 Utility Easements. Public Utilities may be installed underground in the Common Areas or Limited Common Areas when necessary for the service of The Properties or other land owned by the Developer, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4.7 Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and

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across the Common Areas.

Section 4.8 Maintenance of Lake, Lake Frontage, and the Surface Water Management System. Without limiting the generality of the provisions of Section 4.4 hereof, the Lake Frontage and the Surface Water Management System shall be maintained by the Association, beginning upon the date these covenants are recorded, in a continuous and satisfactory manner without cost to the general taxpayers of Broward County, and without direct expense to the Owners of the Lots upon which the Lake Frontage or the Surface Water Management System are situated or abut, except for their share of the general common expenses. All Lot Owners shall be responsible for the payment of any taxes that may be assessed against the Surface Water Management System or Lake Frontage.

All expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V. Except as provided herein to the contrary, such assessments shall be against all lots equally. No Owner may waive his right to use the Common Areas or otherwise escape liability for assessments for such maintenance under this Section.

(a) **Lake Frontage.** Subject to applicable governmental agency approval, the Association shall maintain the shorelines of all Lakes within the Properties in a neat and attractive manner, and shall keep the shoreline right-of-way free of weeds, tall grasses, trash and debris. The Association's maintenance responsibilities shall extend to the top of the bank of the Lakes. The areas to be maintained by the Association along the Lakes are sometimes referred to herein as the "Lake Frontages." No parking or vehicular use of the Lake Frontages shall be permitted.

(b) **Surface Water Management System.** The Surface Water Management System included within the Properties shall be owned by the Association and shall constitute a part of the Common Areas. The Association shall be responsible for the operation and maintenance of the Surface Water Management System. The cost of the operation and maintenance of the Surface Water Management System shall be paid for by the Association through assessments imposed in accordance with Article V. Notwithstanding anything in this Declaration to the contrary, any amendment of this Declaration which may affect the Surface Water Management System shall be subject to the prior approval of the Central Broward Drainage District and Broward County.

(c) **Lakes.** The Lakes shall be dedicated to the Association and shall be maintained by the Association. Use of the Lakes shall have the following restrictions, conditions and limitations:

(i) No motorized vehicles except Central Broward Drainage District maintenance vehicles or the maintenance vehicles of those contracted by the Association shall be permitted on the Lakes.

(ii) No swimming or diving shall be permitted in the Lakes.

(iii) No bottles, cans, trash, or garbage of any kind or description shall be deposited in the Lakes, and no sewage, pollutant, fill or discharge of any nature whatsoever shall be drained, placed, or allowed to flow into the Lakes.

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(iv) No docks, piers, boat houses, ramps, gazebos, marinas or structures of any other type shall be constructed in or adjacent to the Lakes unless approved by the Architectural Control Committee and permitted by the County of Broward.

(v) No use shall be made of the Lakes nor shall anything be done in or on the Lakes, which may be or become an annoyance or nuisance to the Association or to the Owner of any Lot abutting a Lake.

(vi) It shall be the affirmative obligation of each Owner of a Lot abutting a Lake to maintain the Lake front portion of his Lot in a neat and attractive manner, free and clear of garbage, trash, and unsightly conditions which would detract from the appearance or enjoyment of the Lake.

ARTICLE V

Covenant for Maintenance Assessments

Section 5.1 Creation of the Lien and Personal Obligation for the Assessments. Except as provided in Section 5.8 hereof, the Developer for each Lot owned by it within The Properties hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments or charges for the maintenance, operation, management and insurance of the Common Areas and maintenance, operation and management of the Limited Common Areas as provided in Article IV hereof, including such reasonable reserves as the Association may deem necessary, and special assessments as provided in Section 5.3 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner(s) of such property. All assessments, both regular and special, shall be imposed equally against all Lots within The Properties (except as provided herein with respect to charges or assessments which are made against one or more Lots to the exclusion of others).

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance, operation, management and insurance of the Common Areas and maintenance of the Limited Common Areas as provided in Article IV hereof, and for capital improvements as provided in Section 5.3.

Section 5.3 Capital Improvements. Funds which are necessary for capital improvements and expenditures relating to the Common Areas and which have not previously been collected as reserves or which are not otherwise available to the Association may be levied as special assessments by the Association upon approval by a majority of the entire Board of Directors of the Association.

Section 5.4 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article V shall commence on the first day of the month next following the recordation of these covenants.

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The annual assessments shall be payable in monthly installments, or in annual or quarter-annual installments if so determined by the Board of Directors of the Association. The assessment amount may be changed at any time by said Board from that originally stipulated. The assessment shall be for the calendar year, but the amount of any assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment under section 5.3 hereof shall be fixed in the Board resolution authorizing such assessment.

Section 5.5 Duties of the Board of Directors. The Board of Directors of the Association shall fix the due date and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to any emergency assessment.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Residential Units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

Section 5.6 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If any assessment is not paid on the date when due then such assessment shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot against which the assessment was levied, which lien shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns.

The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided, further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), and all sums due shall bear interest from the dates when due until paid at the highest lawful rate permitted by

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Florida law. The Association may bring an action at law against the Owner(s) personally obligated to pay such delinquent assessments or may record a claim of lien against the Lot on which the assessments and late charges are unpaid, or may foreclose the lien against the Lot on which the assessments and late charges are unpaid (in a similar manner as the foreclosures of a mortgage), or pursue one or more of such remedies at the same time or successively. There shall be added to the amount of such assessment attorneys' fees and costs in regard to preparing and filing the claim of lien, all costs incurred in any efforts to collect such assessment (whether or not involving litigation), and the costs in regard to preparing and filing the complaint in any action to foreclose a claim of lien; and in the event of judgment is obtained, such judgment shall include interest on the assessment as provided herein and a reasonable attorneys' fee to be fixed by the court together, with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal in such action.

In addition to the rights of collection of assessments stated in this Section 5.6, any and all persons acquiring the title to or the interest in a Lot as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such times as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 5.7 of this Article.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owners.

Section 5.7 Subordination of the Lien. The lien of any assessment provided for in this Article V shall be subordinate to tax liens and to the lien of any mortgage recorded prior to recordation of a claim of lien, which mortgage encumbers any Lot and is in favor of any institutional lender and is now or hereafter placed upon a portion of The Properties subject to assessment; provided, however, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 5.7 shall be deemed to be an assessment divided among, payable by and a lien against all Lots including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 5.8 Effect on Developer. Notwithstanding any provisions that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot or undeveloped property within The Properties, the Developer shall not be liable for assessments against such Lots, provided that the Developer funds an amount equal to the amount of operating expenses (exclusive of reserves and management fees) incurred during such period of time not produced by assessments receivable from other Members of the Association. Developer may at any time and from time to time commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits, but may at any time thereafter and from time to time again elect to follow the procedure specified in the preceding sentence. When all Lots within the Properties are sold and conveyed to purchasers, Developer shall have no further liability of any kind to the Association for the payment of assessments of deficits.

Section 5.9 Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the Owners of all Lots, as their interest may appear, and the Association may invest such funds in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 5.10 Contribution to Operating Reserve. At the closing of title to each Lot sold by Developer, the Owner of the Lot shall pay a one time charge of \$25.00 to the operating reserve fund of the Association. Each Lot Owner shall pay the \$25.00 charge on each Lot acquired by Owner. All contributions to the operating reserve fund shall be held by the Association as an operating reserve for common expenses or capital improvements, and said reserve shall be used and applied by the Association from time to time as it may be needed toward meeting deficits and such other common purposes as the Association may deem necessary.

Section 5.11 Mortgagee Protection. The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

1. The Association shall be required to make available to all holders of a mortgage which encumbers any Lot or Unit, and to insurers and guarantors of any first mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of the Declaration (with all amendments) and the Articles, By-Laws and rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Areas.

2. Any holder, insurer or guarantor of a mortgage on any Lot shall have, if first requested in writing, the right to timely written notice of (a) any condemnation or casualty loss affecting a material portion of the Common Areas, (b) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot or Unit, (c) the occurrence of a lapse, cancellation or material

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modification of any insurance policy of fidelity bond maintained by the Association, and (d) any proposed action which requires the consent of a specified number of holders of mortgages on any Lot or Unit.

3. Unless at least 66-2/3% of first mortgagees (based upon one vote for each mortgage owned), and the Members holding at least two-thirds (2/3rds) of the votes entitled to be cast by them, have given their prior written approval, neither the Association nor the Owners shall:

(a) by act or omission seek to sell or transfer the Common Areas and any improvements thereon which are owned by the Association (the granting of easements for utilities or for other such purposes consistent with the intended use of such property by the Association or the Developer or the transfer of the Common Areas to another similar association of the Owners in accordance with the Articles of Incorporation of the Association or dedication of such property to the public shall not be deemed a transfer within the meaning of this clause);

(b) by act or omission, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of The Properties;

(c) fail to maintain fire and extended insurance on insurable portions of the Common Areas as provided herein; or

(d) use hazard insurance proceeds for losses to any Common Properties for other than the repair, replacement or reconstruction of the improvements.

4. Any holder, insurer or guarantor of a mortgage on any Lot or Unit shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Areas and receive immediate reimbursement from the Association.

5. Any holder, insurer or guarantor of a mortgage on any Lot or Unit shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Areas or obtain, singly or jointly, new hazard insurance coverage on the Common Areas upon the lapse of a policy and, in either case, receive immediate reimbursement from the Association.

ARTICLE VI

Architectural Control Committee; Limited Common Areas: Party Walls: Roofs: Easements

Section 6.1 Land Use and Building Type. No Lot shall be used except for residential purposes and no building constructed on a Lot shall be used except for residential purposes. The Developer shall in its sole discretion determine the type of dwelling unit to be erected on each Lot. Temporary uses of Lots by Developer for model homes, construction trailers, sales trailers, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Developer (except if made by the Developer) without the consent of the Architectural Control Committee as provided herein.

Section 6.2 Architectural Control Committees. The Board of Directors of the Association shall establish an Architectural Control Committee ("ACC") which shall have three (3) committee members appointed by the Board of Directors of the Association. Two (2) members shall constitute a quorum for the purpose of convening ACC meetings and carrying on the business of the ACC. The ACC shall be responsible for the review and approval of any alteration in the exterior appearance of any building, wall, fence, landscaping or other structure or improvement located on a Lot. No building, wall fence or other structure or improvement of any nature (including landscaping) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the ACC have been approved in writing by the ACC. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of the ACC seem sufficient.

Any change in the exterior appearance of any building, wall, fence or other structure or improvement and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The ACC shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this section. A majority of the ACC members present at a duly convened meeting of the ACC may take any action the ACC is empowered to take, may designate a representative to act for the ACC and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the ACC, a successor shall be designated by the Board of Directors of the Association. The members of the ACC shall not be entitled to any compensation for services performed pursuant to this Declaration. All submissions to the ACC shall be made by certified mail, return receipt requested, addressed to the Weitzer Harmony Lakes Townhomes Association, Inc. ACC, C/O Weitzer Harmony Lakes Townhomes, Inc., 5901 N. W. 151 Street, Suite 120, Miami Lakes, Florida 33014 or to such other address as may be designated from time to time by the Board of Directors or by the ACC. The ACC shall act on submissions to it within thirty (30) days after receipt of the same, or else the request shall be deemed approved. The decision of the ACC as to any submission shall be final.

Section 6.3 No Alteration to Limited Common Areas. In order to maintain the uniform appearance of the Lots, No Owner shall make any change to the exterior surface of a dwelling unit or to the landscaping installed by Developer on the Limited Common Area surrounding each Lot without the prior written approval of the ACC. Pursuant to Section 4.5 hereof, the Association shall maintain all Limited Common Areas of each Lot and the cost thereof shall be paid by all Owners as part of the annual assessment to be collected by the Association.

Section 6.4 Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats of The Properties and by separate utility easement(s) granted by Developer and as are provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installation for which a public authority or utility company is responsible. City of Sunrise Water and Sewer Department, Florida Power and Light Company, Southern Bell Telephone and Telegraph Company, the local Cable Company, the Association and Developer, and their successors

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and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric and telephone lines, cables and conduit, under and through the utility easements as shown on the plats and/or separate utility easement. Developer, its successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antennae, radio and television lines.

Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

ARTICLE VII

Party Walls

Section 7.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of each dwelling unit (including fences, if any) upon The Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply thereto.

Section 7.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of Lots abutting same.

Section 7.3 Destruction by Fires or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining Lot may restore it, and in the event the cost thereof is in excess of the insurance proceeds, the Owner of the other adjoining Lot shall contribute equally to pay such excess, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

Section 7.4 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. If any Owner shall neglect or refuse to pay his share under the provisions of the Articles, any other affected Owner is entitled to file a lien in the Public Records against the Lot of the defaulting Owner in the amount of such share plus attorney's fees and costs, and such lien may be foreclosed in the same manner as the lien of a mortgage.

Section 7.5 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding; provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators and shall be binding.

Section 7.6 Alterations. The Owner of any Lot sharing a party wall with an adjoining Lot shall not cut openings in the party wall, nor make any alterations, additions or structural changes in the

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party wall without consent from the Owner of such adjoining Unit and the ACC.

Section 7.7 Perpetual Use. Each common wall to be constructed on the dividing line between the Lots is to be and remain a party wall for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said Lots being conveyed subject to this condition and this condition shall be construed to be a covenant running with the land in perpetuity.

Section 7.8 Right of Access. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner and consent is hereby given to enter on the adjacent Lot to effect necessary repairs and reconstruction.

Section 7.9 Location of Reconstruction. Whenever a party wall or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed and shall be the same size and of the same or similar materials and of like quality.

ARTICLE VIII

Rules and Regulations

Section 8.1 Compliance by Owners. Every Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations adopted by the Association as contemplated herein.

Section 8.2 Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Association shall have the right to suspend voting rights and use of Common Areas.

Section 8.3 Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply herewith or with any rule or regulation, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner in writing of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors or of a delegated committee to handle infractions, at which time the Owner shall present reasons why penalties should not be imposed. At least six (6) days notice of such meeting shall be given.

(b) **Hearing:** The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors' meeting.

(c) **Penalties:** The Board of Directors may impose special assessments against the Lot owned by the Owner as follows:

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- (1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00)
- (2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00)
- (3) Third and subsequent non-compliance, or violation which are of a continuing nature fine not in excess of One Thousand Dollars (\$1,000.00)

(d) Payment of Penalties: Fines shall be paid not later than five days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article V hereof.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) Board of Directors May Delegate Responsibility: All acts to be performed by the Board of Directors pursuant to this Section 8.3 may be delegated by the Board to a committee appointed by the Board to handle infractions.

Section 8.4 Initial Rules and Regulations. Attached hereto as Exhibit E are the initial rules and regulations of the Association which are incorporated herein by reference and which may be modified, in whole or in part, at any time by the Board.

ARTICLE IX

Central Association

Section 9.1 All of the Properties shall be and are a part of the real property described in Exhibit "A" of that certain Declaration of Covenants, Restrictions and Easements recorded in Official Records Book 14934, at Page 156, of the Public Records of Broward County, Florida as amended from time to time, (collectively the "Harmony Lake Declaration") and to the extent applicable, it is hereby acknowledged and accepted by the Association and all Owners that the Harmony Lake Declaration is applicable to the Properties.

Section 9.2 The Developer hereby reserves the right and ability to designate all or a portion of the Common Areas to be Central Areas as that term is defined in the Harmony Lake Declaration and specifically Article XIX thereof, as set forth in the Second Amendment of the Harmony Lake Declaration (the Article XIX Provision"). Such designation shall be made by the Developer simultaneously with the conveyance and transfer of such Properties to the Association or, thereafter,

as determined by the Developer in its sole discretion. Such designation shall describe the Common Areas to be designated as Central Areas. Such designation if not included in the Deed of Conveyance to the Association, shall be incorporated in an instrument executed with the formalities of a deed and recorded in the Public Records of Broward County, Florida. Therefore, in accordance with the Article XIX Provision, the Harmony Lakes Central Homeowners Association, Inc. (the "Central Association") shall have and is hereby granted a non-exclusive easement over, across, upon and under all the Common Areas that are designated as Central Areas from time to time. The easement created hereby shall be for the use and benefit of the Central Association and all "Owners within the Development" (as such terms are defined in the Harmony Lake Declaration, a "Harmony Lake Owner").

Section 9.3 Pursuant to the Harmony Lake Declaration, and specifically the Article XIX Provision, as soon as this Declaration is effectuated; (i) all of the Harmony Lakes Owners and their guests and invitees shall have the rights to use all of the Common Areas that are designated Central Areas and all Central Areas as such term is defined in the Article XIX Provision; (ii) the Central Association, and not the Association shall be responsible for maintaining and operating the Common Area designated as Central Areas; and (iii) the Association shall be required to pay to the Central Association, as an expense of the Association, a portion of the Central Expenses in the amount and manner as defined in and all as set forth in the Article XIX Provision.

Section 9.4 Central Areas. Developer hereby designates the following property conveyed to the Association to be Central Areas (as such term is defined in the Harmony Lake Declaration) whereby such property, although owned by the Association, shall be operated and/or maintained by the Central Association in accordance with the provisions of the Harmony Lake Declaration, and such designation of a Central Area shall be effective upon the recordation of this instrument in the Public Records of Broward County, Florida. For purposes hereof, the property designated as a Central Area shall be as follows:

- a) The Real Property more particularly described in Exhibit "G" being the Townhomes Multi-Family Loop 1; and
- b) The Real Property more particularly described in Exhibit "H" being the Townhomes Multi-Family Loop 2.

ARTICLE X

General Provisions

Section 10.1 Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Developer, the Association, the Architectural Control Committee, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety- nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of the Lots agreeing to revoke said covenants has been recorded. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every

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Owner at least ninety (90) days in advance of any action taken.

Section 10.2 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 10.3 Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, the Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Committee.

Section 10.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

Section 10.5 Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of a certificate of amendment executed by the Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, by approval of at least two-thirds (2/3) of the Members of the Association in attendance at a meeting at which a quorum of Members is present, provided that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. Any amendment to this Declaration shall be effective upon the recording in the public records of Broward County, Florida of a certificate of amendment, executed with the formalities of a deed by either the Developer or by any officer of the Association.

Section 10.6 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

Section 10.7 Effective Date. This Declaration shall become effective upon its recordation in the Broward County Public Records.

Section 10.8 Withdrawal. Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity for the purpose of removing certain portions of The Properties from the provisions of this Declaration.

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EXECUTED as of the date first above written.

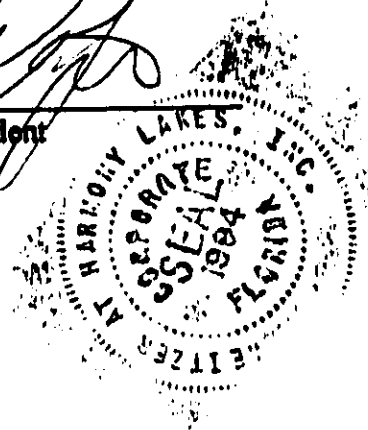
Signed in the presence of:

[Signature]
Judge A. Sanchez

By: WEITZER AT HARMONY LAKES, INC.,
a Florida corporation

By: *[Signature]*
Harry Weitzer, President

(Seal)



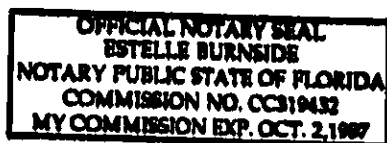
ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, this 30th day of November, 1995, by Harry Weitzer, President of Weitzer at Harmony Lakes, Inc., a Florida corporation on behalf of the corporation.

Estelle Burnside
Notary Public, State of Florida at Large

My Commission Expires:



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EXHIBITS AND SCHEDULES

- Exhibit A: Legal Description of Weitzer Harmony Lakes Townhomes.**
- Exhibit B: Legal Description of Common Areas capable of being legally described**
- Exhibit C: Articles of Incorporation of Weitzer Harmony Lakes Townhomes Association, Inc.**
- Exhibit D: By-Laws of Weitzer Harmony Lakes Townhomes Association, Inc.**
- Exhibit E: Rules and Regulations**
- Exhibit F: Site Plan**
- Exhibit G: Central Areas - Multi-Family Loop 1**
- Exhibit H: Central Areas - Multi-Family Loop 2**

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EXHIBIT A

**LEGAL DESCRIPTION OF
WEITZER HARMONY LAKES TOWNHOMES, INC.**

BK25247PG0114

THE VILLAGE AT HARMONY LAKE
TOWNHOUSE AREA NO. 1
DESCRIPTION

A portion of Parcel 'A'. THE VILLAGE AT HARMONY LAKE according to the plat thereof as recorded in Plat Book 131, Page 26, of the Public Records of Broward County Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of said Parcel 'A';

THENCE North 88°33'01" East along the South line of said Parcel 'A', a distance of 42.17 feet to the POINT OF BEGINNING;

THENCE North 01°26'59" West, a distance of 107.21 feet;

THENCE North 04°18'36" East, a distance of 64.49 feet;

THENCE North 00°09'25" West, a distance of 96.67 feet;

THENCE North 04°04'10" East, a distance of 72.94 feet;

THENCE North 02°53'14" West, a distance of 86.95 feet;

THENCE North 00°09'25" West, a distance of 137.96 feet to the beginning of a curve concave to the Southeast;

THENCE Northeasterly, along the arc of said curve having a radius of 56.00 feet, a delta of 90°00'00", and an arc distance of 87.96 feet;

THENCE North 00°09'25" West, a distance of 6.00 feet;

THENCE North 89°50'35" East, a distance of 54.62 feet to the beginning of a curve concave to the Southwest;

THENCE Southeasterly, along the arc of said curve having a radius of 72.00 feet, a delta of 48°33'40", and an arc distance of 61.02 feet to a Point of Reverse Curvature with a curve concave to the Northeast;

THENCE Southeasterly, along the arc of said curve having a radius of 190.00 feet, a delta of 15°59'00", and an arc distance of 44.63 feet to a Point of Tangency;

THENCE South 57°34'44" East, a distance of 119.43 feet to the beginning of a curve concave to the Southwest;

THENCE Southeasterly, along the arc of said curve having a radius of 345.00 feet, a delta of 17°07'52", and an arc distance of 103.15 feet to a Point of Tangency;

THENCE South 40°26'52" East, a distance of 287.51 feet to the beginning of a curve concave to the Southwest;


THENCE Southeasterly, along the arc of said curve having a radius of 337.72 feet, a delta of 09°23'43", and an arc distance of 55.38 feet to a Point of Reverse Curvature with a curve concave to the Northeast;

THENCE Southeasterly, along the arc of said curve having a radius of 265.00 feet, a delta of 60°23'50", and an arc distance of 279.34 feet;

THENCE South 01°26'59" East, a distance of 25.00 feet to the South line of said Parcel 'A';

THENCE South 88°33'01" West along said South line, a distance of 838.87 feet to the POINT OF BEGINNING.

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DESCRIPTION PREPARED BY RDK 11/27/95	CHECKED BY RHS	PROJECT No. 94-101
CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS  1000 WEST MC NAB ROAD POMPANO BEACH, FLORIDA, 33069 (305)782-8222 CERTIFICATE NO: LB3110	THE VILLAGE AT HARMONY LAKE TOWNHOUSE AREA NO. 1	
	CAD LIBRARY: 101TH1	SHEET 1 OF 4

LESS
(LAKE NO. 2)

COMMENCING at the Southwest corner of said Parcel "A";

THENCE North 88° 33' 01" East, along the South line of said Parcel "A", 72.02 feet;

THENCE North 00° 09' 25" West, 427.07 feet to the POINT OF BEGINNING;

THENCE continuing North 00° 09' 25" West, 137.96 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Northeasterly along the arc of said curve, having a radius of 30.00 feet, a delta of 89° 59' 59", an arc distance of 47.12 feet to a Point of Tangency;

THENCE North 89° 50' 36" East, 55.95 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Southeasterly along the arc of said curve, having a radius of 40.00 feet, a delta of 49° 07' 05", an arc distance of 34.29 feet to a Point of Reverse Curve;

THENCE continuing Southeasterly along the arc of a curve concave to the Northeast, having a radius of 222.00 feet, a delta of 16° 32' 24", an arc distance of 64.09 feet to a Point of Tangency;

THENCE South 57° 34' 44" East, 115.87 feet to the beginning of a tangent curve to the Southwest;

THENCE Southeasterly along the arc of said curve, having a radius of 313.00 feet, a delta of 17° 07' 52", and arc distance of 93.58 feet to a Point of Tangency;

THENCE South 40° 26' 52" East, 101.70 feet to the beginning of a tangent curve concave to the West;

THENCE Southwesterly along the arc of said curve, having a radius of 25.00 feet, a delta of 105° 08' 52", an arc distance of 45.88 feet to a Point of Tangency;

THENCE South 64° 42' 00" West, 16.49 feet to the beginning of a tangent curve concave to the North;

THENCE Southwesterly along the arc of said curve, having a radius of 35.00 feet, a delta of 35° 18' 00", an arc distance of 21.56 feet to a Point of Tangency;

THENCE North 80° 00' 00" West, 28.23 feet to the beginning of a tangent curve concave to the Northeast;

THENCE Northwesterly along the arc of said curve, having a radius of 35.00 feet, a delta of 35° 00' 00", an arc distance of 21.38 feet to a Point of Tangency;

THENCE North 45° 00' 00" West, 138.48 feet to the beginning of a tangent curve concave to the South;

THENCE Westerly along the arc of said curve, having a radius of 35.00 feet, a delta of 90° 04' 29" an arc distance of 55.02 feet to a Point of Reverse Curve;

THENCE Westerly along the arc of a curve concave to the North, having a radius of 26.25 feet, a delta of 105° 55' 40" an arc distance of 48.53 feet to a Point of Reverse Curve;

THENCE continuing Westerly along the arc of a curve concave to the South, having a radius of 35.00 feet, a delta of 87° 36' 41", an arc distance of 53.52 feet to a Point of Tangency;

THENCE South 63° 14' 30" West, 40.39 feet to the beginning of a tangent curve to the Northeast;

THENCE Northwesterly along the arc of said curve, having a radius of 25.00 feet, a delta of 116° 36' 05", an arc distance of 50.88 feet to the POINT OF BEGINNING.

Said lands lying in the Town of Davie, Broward County, Florida.
Said TOWNHOUSE AREA NO. 1 containing 240,177 square feet (5.51 acres), more or less.

DESCRIPTION PREPARED BY RDK 11/27/95

CHECKED BY RKS

PROJECT No. 94-101

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS

1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069

(305)782-8222

CERTIFICATE NO: LB3110

THE VILLAGE AT HARMONY LAKE
TOWNHOUSE AREA NO. 1

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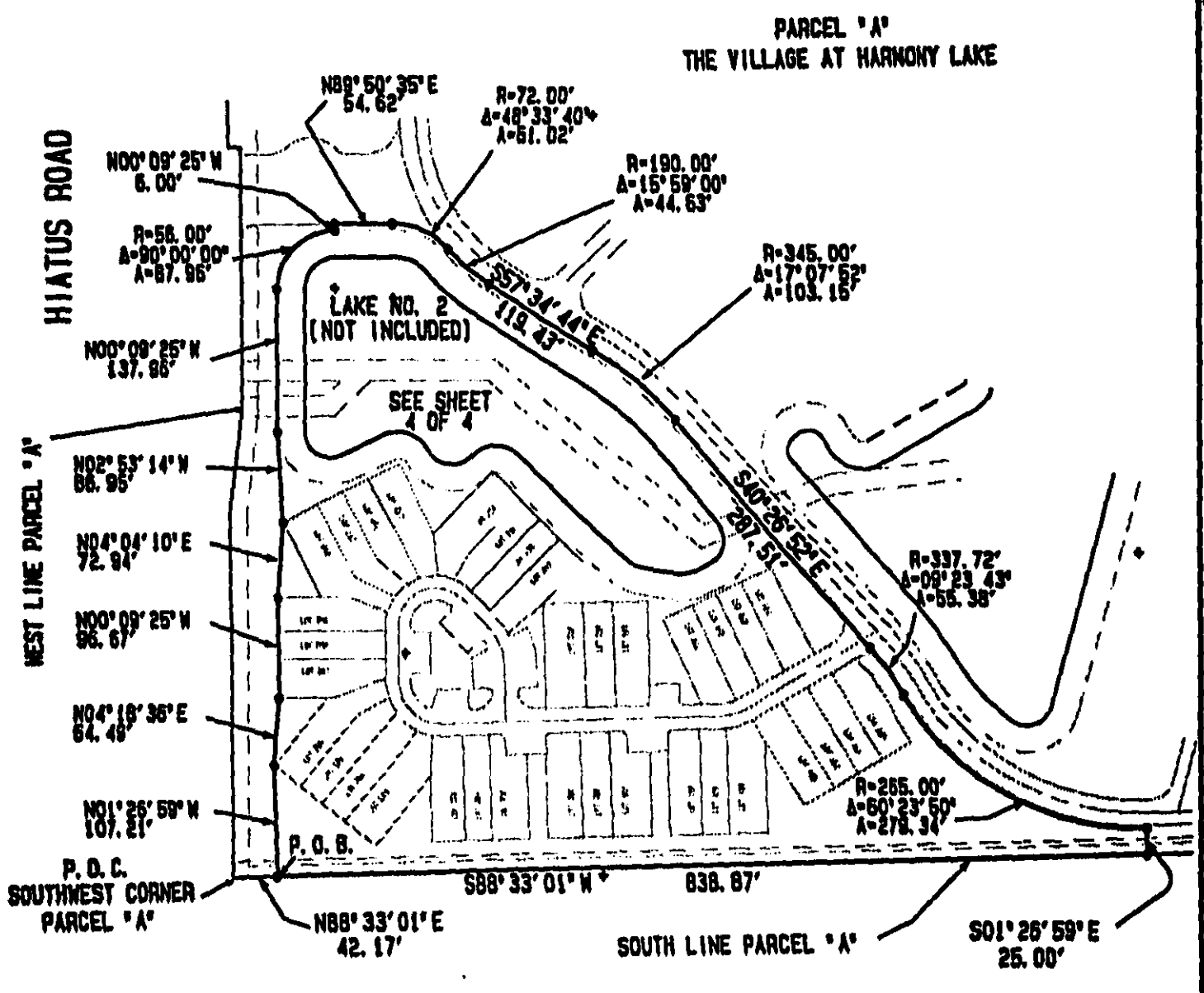
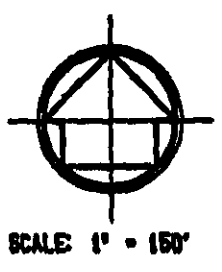
SHEET 2 OF 4

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A ARC LENGTH
A/C AIR CONDITIONER (SLAB)
B.C.R. BROWARD COUNTY RECORDS
C/L CENTERLINE
CONC CONCRETE
COV COVERED
A DELTA, CENTRAL ANGLE
F.F. EL. FINISHED FLOOR ELEVATION
GAR. EL. GARAGE ELEVATION
O.R.B. OFFICIAL RECORDS BOOK
PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
R RADIUS
P.O.T. POINT OF TERMINATION

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAYS EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF PARCEL 'A', THE VILLAGE AT HARMONY LAKE, AS RECORDED IN PLAT BOOK 131, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS IS NOT A SURVEY.



SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

JOHN BRYAN SUBDIVISION
PLAT BOOK 5, PG. 3, B.C.R.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYING AND MAPPING IN CHAPTER 115, F.S. - FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 475.037, FLORIDA STATUTES.
FOR THE FIRM OF:
[Signature]
CRAIG A. SMITH
REGISTERED PROFESSIONAL SURVEYOR
FLORIDA REGISTRATION NO. 5330

SKETCH OF DESCRIPTION	RDK	11/27/95	N/A	RHS
REVISION	DWN	DATE	FB/PG	CKD

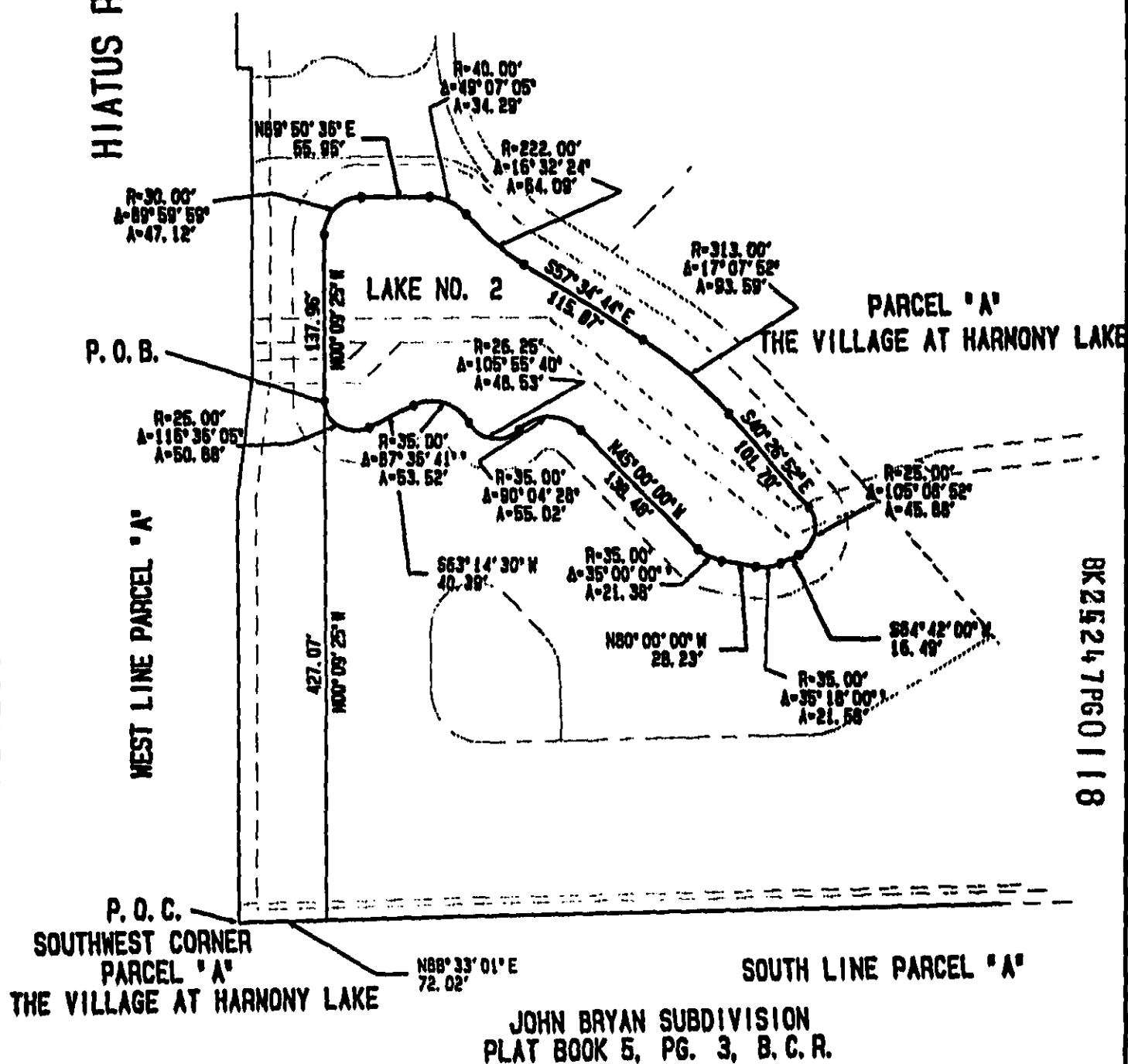
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069
(305)782-8222
CERTIFICATE NO: LB3110



THE VILLAGE AT HARMONY LAKE
TOWNHOUSE AREA NO. 1
CAD LIBRARY: 101TH1
SHEET 3 OF 4



HIATUS ROAD



SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SKETCH PREPARED BY RDK 11/27/95

CHECKED BY RHS

PROJECT No. 94-101

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS

1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069

CERTIFICATE NO: LB3110

THE VILLAGE AT HARMONY LAKE
TOWNHOUSE AREA NO. 1

CAD LIBRARY: 101TH1

SHEET 4 OF 4



EXHIBIT B

**LEGAL DESCRIPTION OF COMMON AREAS OF
WEITZER HARMONY LAKES TOWNHOMES, INC.**

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THE VILLAGE AT HARMONY LAKE
TOWNHOUSE AREA NO. 1
COMMON AREA
DESCRIPTION

A portion of Parcel "A", THE VILLAGE AT HARMONY LAKE according to the plat thereof as recorded in Plat Book 131, Page 26, of the Public Records of Broward County Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of said Parcel "A";

THENCE North 88°33'01" East along the South line of said Parcel "A", a distance of 42.17 feet to the POINT OF BEGINNING;

THENCE North 01°26'59" West, a distance of 107.21 feet;

THENCE North 04°18'36" East, a distance of 64.49 feet;

THENCE North 00°09'25" West, a distance of 96.67 feet;

THENCE North 04°04'10" East, a distance of 72.94 feet;

THENCE North 02°53'14" West, a distance of 86.95 feet;

THENCE North 00°09'25" West, a distance of 137.96 feet to the beginning of a curve concave to the Southeast;

THENCE Northeasterly, along the arc of said curve having a radius of 56.00 feet, a delta of 90°00'00", and an arc distance of 87.96 feet;

THENCE North 00°09'25" West, a distance of 6.00 feet;

THENCE North 89°50'35" East, a distance of 54.62 feet to the beginning of a curve concave to the Southwest;

THENCE Southeasterly, along the arc of said curve having a radius of 72.00 feet, a delta of 48°33'40", and an arc distance of 61.02 feet to a Point of Reverse Curvature with a curve concave to the Northeast;

THENCE Southeasterly, along the arc of said curve having a radius of 190.00 feet, a delta of 15°59'00", and an arc distance of 44.63 feet to a Point of Tangency;

THENCE South 57°34'44" East, a distance of 119.43 feet to the beginning of a curve concave to the Southwest;

THENCE Southeasterly, along the arc of said curve having a radius of 345.00 feet, a delta of 17°07'52", and an arc distance of 103.15 feet to a Point of Tangency;

THENCE South 40°26'52" East, a distance of 287.51 feet to the beginning of a curve concave to the Southwest;


THENCE Southeasterly, along the arc of said curve having a radius of 337.72 feet, a delta of 09°23'43", and an arc distance of 55.38 feet to a Point of Reverse Curvature with a curve concave to the Northeast;

THENCE Southeasterly, along the arc of said curve having a radius of 265.00 feet, a delta of 60°23'50", and an arc distance of 279.34 feet;

THENCE South 01°26'59" East, a distance of 25.00 feet to the South line of said Parcel "A";

THENCE South 88°33'01" West along said South line, a distance of 838.87 feet to the POINT OF BEGINNING.

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DESCRIPTION PREPARED BY RDK 11/27/95	CHECKED BY RHS	PROJECT No. 94-101
CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS 1000 WEST MC NAB ROAD POMPANO BEACH, FLORIDA, 33069 (305)782-8222 CERTIFICATE NO: LB3110		THE VILLAGE AT HARMONY LAKE TOWNHOUSE AREA NO. 1 COMMON AREA CAD LIBRARY: 101TH1CM
		SHEET 1 OF 13

LESS
(LAKE NO. 2)

COMMENCING at the Southwest corner of said Parcel "A";

THENCE North 88° 33' 01" East, along the South line of said Parcel "A", 72.02 feet;

THENCE North 00° 09' 25" West, 427.07 feet to the POINT OF BEGINNING;

THENCE continuing North 00° 09' 25" West, 137.95 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Northeasterly along the arc of said curve, having a radius of 30.00 feet, a delta of 89° 59' 59", an arc distance of 47.12 feet to a Point of Tangency;

THENCE North 89° 50' 36" East, 55.95 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Southeasterly along the arc of said curve, having a radius of 40.00 feet, a delta of 49° 07' 05", an arc distance of 34.29 feet to a Point of Reverse Curve;

THENCE continuing Southeasterly along the arc of a curve concave to the Northeast, having a radius of 222.00 feet, a delta of 16° 32' 24", an arc distance of 64.09 feet to a Point of Tangency;

THENCE South 57° 34' 44" East, 115.87 feet to the beginning of a tangent curve to the Southwest;

THENCE Southeasterly along the arc of said curve, having a radius of 313.00 feet, a delta of 17° 07' 52", and arc distance of 93.59 feet to a Point of Tangency;

THENCE South 40° 25' 52" East, 101.70 feet to the beginning of a tangent curve concave to the West;

THENCE Southwesterly along the arc of said curve, having a radius of 25.00 feet, a delta of 105° 08' 52", an arc distance of 45.88 feet to a Point of Tangency;

THENCE South 64° 42' 00" West, 16.49 feet to the beginning of a tangent curve concave to the North;

THENCE Southwesterly along the arc of said curve, having a radius of 35.00 feet, a delta of 35° 18' 00", an arc distance of 21.55 feet to a Point of Tangency;

THENCE North 80° 00' 00" West, 28.23 feet to the beginning of a tangent curve concave to the Northeast;

THENCE Northwesterly along the arc of said curve, having a radius of 35.00 feet, a delta of 35° 00' 00", an arc distance of 21.38 feet to a Point of Tangency;

THENCE North 45° 00' 00" West, 138.48 feet to the beginning of a tangent curve concave to the South;

THENCE Westerly along the arc of said curve, having a radius of 35.00 feet, a delta of 90° 04' 29", an arc distance of 55.02 feet to a Point of Reverse Curve;


THENCE Westerly along the arc of a curve concave to the North, having a radius of 26.25 feet, a delta of 105° 55' 40", an arc distance of 48.53 feet to a Point of Reverse Curve;

THENCE continuing Westerly along the arc of a curve concave to the South, having a radius of 35.00 feet, a delta of 87° 36' 41", an arc distance of 53.52 feet to a Point of Tangency;

THENCE South 63° 14' 30" West, 40.39 feet to the beginning of a tangent curve to the Northeast;

THENCE Northwesterly along the arc of said curve, having a radius of 25.00 feet, a delta of 116° 36' 05", an arc distance of 50.88 feet to the POINT OF BEGINNING.

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DESCRIPTION PREPARED BY RDK 11/27/95	CHECKED BY RNS	PROJECT No. 94-101
CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS 1000 WEST MC NAB ROAD POMPANO BEACH, FLORIDA, 33069 (305) 782-8222 CERTIFICATE NO: LB3110 	THE VILLAGE AT HARMONY LAKE TOWNHOUSE AREA NO. 1 COMMON AREA	
	CAD LIBRARY: 101TH1CM	SHEET 2 OF 13

ALSO LESS
(BUILDING 49)

COMMENCING at the Southwest corner of said PARCEL "A";

THENCE North 88°33'01" East, along the South line of said PARCEL "A",
a distance of 552.58 feet;

THENCE North 01°26'59" West, a distance of 55.13 feet to the POINT OF
BEGINNING;

THENCE North 30°49'00" West, 95.17 feet;

THENCE North 59°11'00" East, 112.53 feet;

THENCE South 47°52'15" East, 20.92 feet;

THENCE South 30°49'00" East, 75.17 feet;

THENCE South 59°11'00" West, 118.67 feet to the POINT OF BEGINNING.

ALSO LESS
(BUILDING 50)

COMMENCING at the Southwest corner of said PARCEL "A";

THENCE North 88°33'01" East, along the South line of said PARCEL "A",
a distance of 421.17 feet;

THENCE North 01°26'59" West, a distance of 29.77 feet to the POINT OF
BEGINNING;

THENCE North 01°26'59" West, 70.33 feet;

THENCE North 02°04'19" East, 10.85 feet;

THENCE North 01°26'59" West, a distance of 15.00 feet to the beginning
of a Tangent curve concave to the Southeast;

THENCE Northeasterly, along the arc of said curve having a radius of
5.00 feet, a delta of 90°00'00", and an arc distance of 7.85 feet to a
Point of Tangency;

THENCE North 88°33'01" East, a distance of 48.37 feet to the beginning
of a Tangent curve concave to the Northwest;

THENCE Northeasterly, along the arc of said curve having a radius of
62.00 feet, a delta of 29°22'01", and an arc distance of 31.78 feet to
an intersection with a non-tangent line;

THENCE North 59°11'00" East, 0.35 feet;

THENCE South 30°49'00" East, 24.31 feet;

THENCE South 01°26'59" East, 88.12 feet;

THENCE South 88°33'01" West, 95.67 feet to the POINT OF BEGINNING.

ALSO LESS
(BUILDING 51)

COMMENCING at the Southwest corner of said Parcel "A";

THENCE North 88°33'01" East, along the South line of said Parcel "A",
a distance of 306.50 feet;

THENCE North 01°26'59" West, a distance of 29.77 feet to the POINT OF
BEGINNING;

THENCE continue North 01°26'59" West, 70.33;

THENCE North 02°04'19" East, 10.85 feet;

THENCE North 01°26'59" West, a distance of 15.00 feet to the beginning
of a Tangent curve concave to the Southeast;

THENCE Northeasterly, along the arc of said curve having a radius of
5.00 feet, a delta of 90°00'00", and an arc distance of 7.85 feet to a
Point of Tangency;

THENCE North 88°33'01" East, a distance of 64.67 feet to the beginning
of a Tangent curve concave to the Southwest;

THENCE Southeasterly, along the arc of said curve having a radius of
5.00 feet, a delta of 90°00'00", and an arc distance of 7.85 feet to a
Point of Tangency;

THENCE South 01°26'59" East, 15.00 feet;

THENCE North 88°33'01" East, 21.33 feet;

THENCE South 01°26'59" East, 81.17 feet;

THENCE South 88°33'01" West, a distance of 95.67 feet to the POINT OF
BEGINNING;

DESCRIPTION PREPARED BY RDK 11/27/95

CHECKED BY RHS

PROJECT No. 94-101

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS



1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069
(305)782-8222
CERTIFICATE NO: LB3110

THE VILLAGE AT HARMONY LAKE
TOWNHOUSE AREA NO. 1
COMMON AREA

CAD LIBRARY: 101TH1CM

SHEET 3 OF 13

BK247P60122

ALSO LESS
(BUILDING 52)

COMMENCING at the Southwest corner of said Parcel "A";

THENCE North 88°33'01" East, along the South line of said Parcel "A", a distance of 191.83 feet;

THENCE North 01°26'59" West, a distance of 29.77 feet to the POINT OF BEGINNING;

THENCE North 01°26'59" West, 63.11 feet;

THENCE North 03°00'01" East, a distance of 39.15 feet to a point on the arc of a non-tangent curve concave to the Northeast (said point bears South 09°21'11" West from the radius point of the next described curve);

THENCE Southeasterly, along the arc of said curve having a radius of 55.00 feet, a delta of 10°48'10", and an arc distance of 10.37 feet to a Point of Tangency;

THENCE North 88°33'01" East, a distance of 56.99 feet to the beginning of a Tangent curve concave to the Southwest;

THENCE Southeasterly, along the arc of said curve having a radius of 5.00 feet, a delta of 90°00'00", and an arc distance of 7.85 feet to a Point of Tangency;

THENCE South 01°26'59" East, 15.00 feet;

THENCE North 88°33'01" East, 21.33 feet;

THENCE South 01°26'59" East, 81.17 feet;

THENCE South 88°33'01" West, 96.67 feet to the POINT OF BEGINNING.

ALSO LESS
(BUILDING 53)

COMMENCING at the Southwest corner of said Parcel "A";

THENCE North 88°33'01" East, along the South line of said Parcel "A", a distance of 136.73 feet;

THENCE North 01°26'59" West, a distance of 27.51 feet to the POINT OF BEGINNING;

THENCE North 51°19'09" West, 123.67 feet;

THENCE North 38°40'51" East, 82.54 feet;

THENCE North 89°50'35" East, 7.03 feet;

THENCE North 68°57'27" East, a distance of 50.73 feet to a point on the arc of a non-tangent curve concave to the Northeast (said point bears South 89°50'35" West from the radius point of the next described curve);

THENCE Southeasterly, along the arc of said curve having a radius of 55.00 feet, a delta of 80°29'24", and an arc distance of 77.26 feet;

THENCE South 03°00'01" West, 39.15 feet;

THENCE South 38°40'51" West, 85.50 feet to the POINT OF BEGINNING.

ALSO LESS
(BUILDING 54)

COMMENCING at the Southwest corner of said PARCEL "A";

THENCE North 00°09'25" West, along the West line of said Parcel "A", a distance of 269.10 feet;

THENCE North 89°50'35" East, a distance of 44.77 feet to the POINT OF BEGINNING;

THENCE continue North 89°50'35" East, 68.59 feet;

THENCE South 68°23'48" East, a distance of 37.47 feet to a point on the arc of a non-tangent curve concave to the Southeast (said point bears North 72°53'35" West from the radius point of the next described curve);

THENCE Southwesterly, along the arc of said curve having a radius of 49.50 feet, a delta of 17°15'50", and an arc distance of 14.91 feet to a Point of Tangency;


THENCE South 00°09'25" East, 50.00 feet;

THENCE South 68°57'27" West, 50.73 feet;

THENCE South 89°50'35" West, 53.77 feet;

THENCE North 00°09'25" West, 96.67 feet to the POINT OF BEGINNING.

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DESCRIPTION PREPARED BY RDK 11/27/95	CHECKED BY RHS	PROJECT No. 94-101
CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS 1000 WEST MC NAB ROAD POMPANO BEACH, FLORIDA, 33069 (305)782-8222 CERTIFICATE NO: LB3110		THE VILLAGE AT HARMONY LAKE TOWNHOUSE AREA NO. 1 COMMON AREA
		CAD LIBRARY: 101THCM SHEET 4 OF 13

ALSO LESS
(BUILDING 55)

COMMENCING at the Southwest corner of said Parcel "A";

THENCE North 00°09'25" West, along the West line of said Parcel "A", a distance of 269.10 feet;

THENCE North 89°50'35" East, a distance of 86.57 feet to the POINT OF BEGINNING;

THENCE North 26°45'30" West, 81.36 feet;

THENCE North 63°14'30" East, 123.67 feet;

THENCE South 26°45'30" East, 74.88 feet;

THENCE South 06°02'06" East, a distance of 40.55 feet to a point on the arc of a non-tangent curve concave to the Southeast (said point bears North 03°16'53" East from the radius point of the next described curve);

THENCE Southwesterly, along the arc of said curve having a radius of 49.50 feet, a delta of 76°10'28", and an arc distance of 65.81 feet;

THENCE North 68°23'48" West, 37.47 feet;

THENCE South 89°50'35" West, 26.79 feet to the POINT OF BEGINNING.

ALSO LESS
(BUILDING 56)

COMMENCING at the Southwest corner of said Parcel "A";

THENCE North 00°09'25" West, along the West line of said PARCEL "A", a distance of 330.26 feet;

THENCE North 89°50'36" East, a distance of 194.25 feet to the POINT OF BEGINNING;

THENCE North 45°00'00" East, 84.02 feet;

THENCE South 45°00'00" East, 123.67 feet;

THENCE South 45°00'00" West, 70.33 feet;

THENCE South 53°25'32" West, a distance of 30.30 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears North 59°13'35" East from the radius point of the next described curve);


THENCE Northwesterly, along the arc of said curve having a radius of 64.00 feet, a delta of 12°13'35", and an arc distance of 13.66 feet to a Point of Tangency;

THENCE North 43°00'00" West, a distance of 39.56 feet to the Point of Curvature of a curve concave to the Southwest;

THENCE Northwesterly, along the arc of said curve having a radius of 49.50 feet, a delta of 43°43'06", and an arc distance of 37.77 feet;

THENCE North 06°02'06" West, 40.55 feet to the POINT OF BEGINNING;

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DESCRIPTION PREPARED BY RDK 11/27/95	CHECKED BY RHS	PROJECT No. 94-101
CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS 1000 WEST MC NAB ROAD POMPANO BEACH, FLORIDA, 33069 (305) 782-8222 CERTIFICATE NO: LB3110	THE VILLAGE AT HARMONY LAKE TOWNHOUSE AREA NO. 1 COMMON AREA	
	CAD LIBRARY: 101TH1CN	SHEET 5 OF 13

ALSO LESS
(BUILDING 57)

COMMENCING at the Southwest corner of said Parcel "A";

THENCE North 88°33'01" East, along the South line of said Parcel "A", a distance of 308.20 feet;

THENCE North 01°26'59" West, a distance of 154.93 feet to the POINT OF BEGINNING;

THENCE continue North 01°26'59" West, 100.33 feet;

THENCE North 88°33'01" East, 96.67 feet;

THENCE South 01°26'59" East, 70.33 feet;

THENCE South 04°15'33" West, 10.05 feet;

THENCE South 01°26'59" East, a distance of 15.00 feet to the beginning of a Tangent curve concave to the Northwest;

THENCE Southwesterly, along the arc of said curve having a radius of 6.00 feet, a delta of 90°00'00", and an arc distance of 7.85 feet to a Point of Tangency;

THENCE South 88°33'01" West, 90.67 feet to the POINT OF BEGINNING.

ALSO LESS
(BUILDING 58)

COMMENCING at the Southwest corner of said Parcel "A";

THENCE North 88°33'01" East, along the South line of said Parcel "A", a distance of 455.85 feet;

THENCE North 01°26'59" West, 154.93 feet to the POINT OF BEGINNING;

THENCE North 25°18'00" West, 89.39 feet;

THENCE North 64°42'00" East, 118.67 feet;

THENCE South 25°18'00" East, 92.37 feet;

THENCE South 59°11'00" West, a distance of 82.33 feet to the beginning of a curve concave to the Northwest;

THENCE Southwesterly, along the arc of said curve having a radius of 38.00 feet, a delta of 29°22'01", and an arc distance of 19.48 feet to a Point of Tangency;

THENCE South 88°33'01" West, 19.35 feet to the POINT OF BEGINNING.

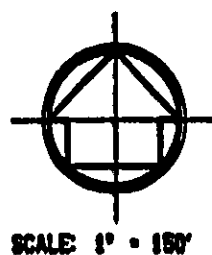
Said lands lying in the Town of Davie, Broward County, Florida.
Said TOWNHOUSE AREA NO. 1 COMMON AREA containing 131,800 square feet,
3.02 acres, more or less.

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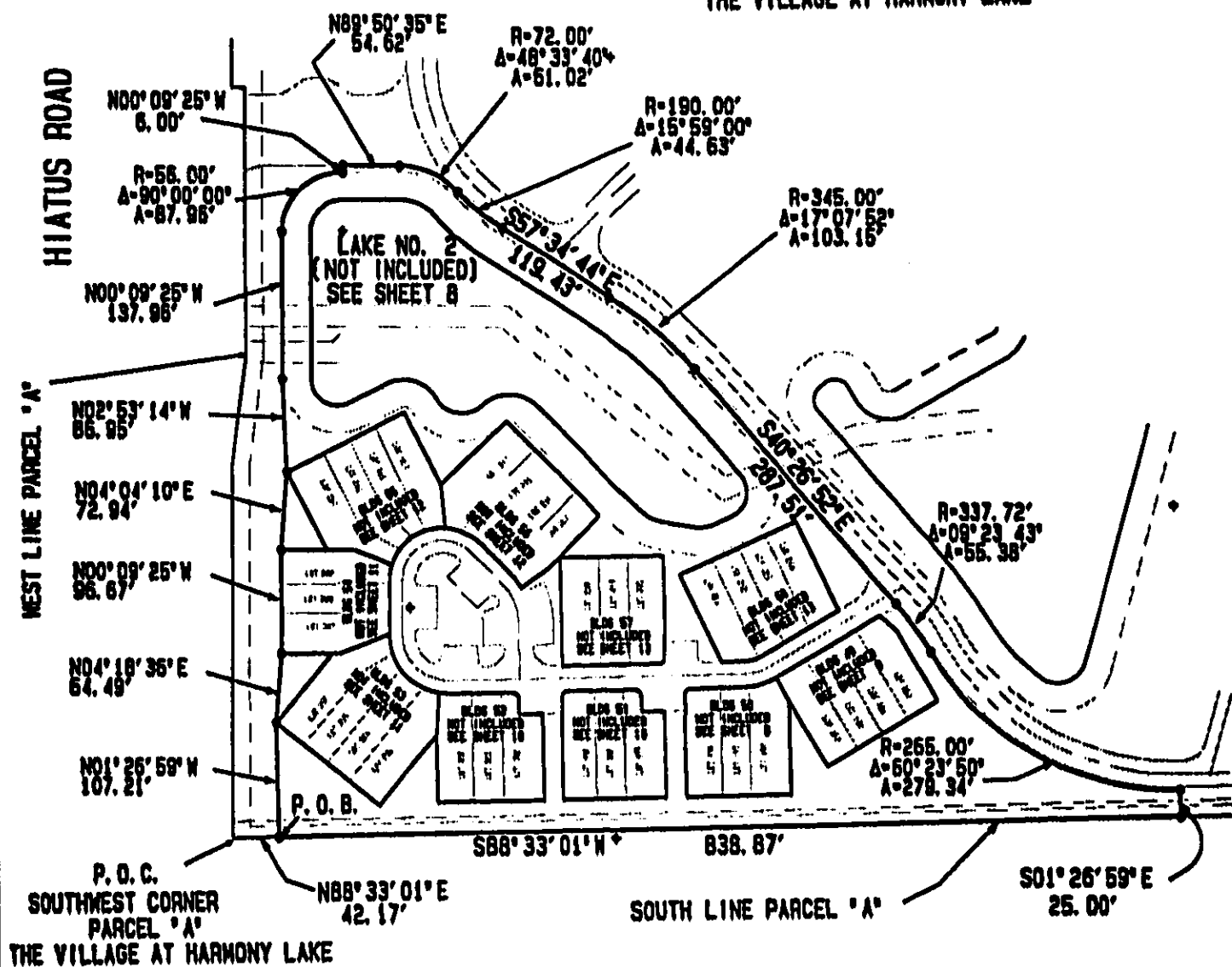
DESCRIPTION PREPARED BY RDK 11/27/95	CHECKED BY RHS	PROJECT No. 94-101
CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS 1000 WEST MC NAB ROAD POMPANO BEACH, FLORIDA, 33069 (305)782-8222 CERTIFICATE NO: LB3110	THE VILLAGE AT HARMONY LAKE TOWNHOUSE AREA NO. 1 COMMON AREA	CAD LIBRARY: 101THICM
		SHEET 6 OF 13

A ARC LENGTH
A/C AIR CONDITIONER (SLAB)
B.C.R. BROWARD COUNTY RECORDS
C/L CENTERLINE
CONC CONCRETE
COV COVERED
Δ DELTA, CENTRAL ANGLE
F.F. EL. FINISHED FLOOR ELEVATION
GAR. EL. GARAGE ELEVATION
O.R.B. OFFICIAL RECORDS BOOK
P. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
R RADIUS
P.O.T. POINT OF TERMINATION

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAYS EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF PARCEL "A", THE VILLAGE AT HARMONY LAKE, AS RECORDED IN PLAT BOOK 131, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS IS NOT A SURVEY.



PARCEL "A"
THE VILLAGE AT HARMONY LAKE



SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

JOHN BRYAN SUBDIVISION
PLAT BOOK 5, PG. 3, B.C.R.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY
DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MANAGERS IN CHAPTER 461.25,
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES.
FOR THE FIRM OF:
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
FLORIDA REGISTRATION NO. 5030

SKETCH OF DESCRIPTION	RDK	11/27/95	N/A	RHS
REVISION	DWN	DATE	FB/PG	CKD

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS



1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069
(305) 782-8222

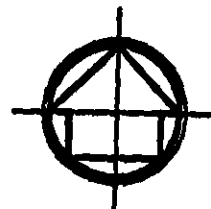
CERTIFICATE NO: LB3110

THE VILLAGE AT HARMONY LAKE
TOWNHOUSE AREA NO. 1
COMMON AREA

CAD LIBRARY: 101TH1CM

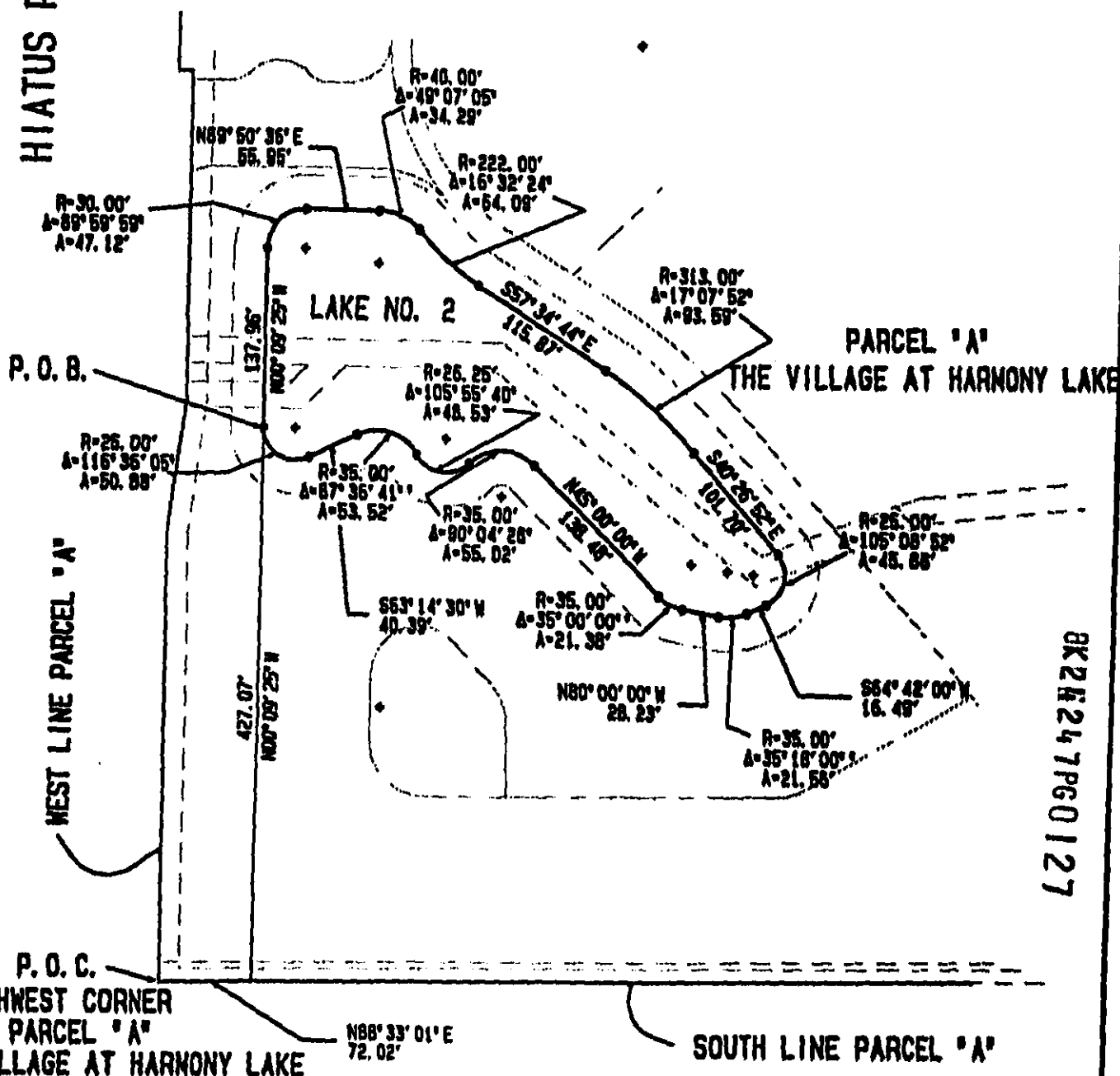
SHEET 7 OF 13

8K25247PG0126



SCALE 1" = 120'

HIATUS ROAD



JOHN BRYAN SUBDIVISION
PLAT BOOK 5, PG. 3, B.C.R.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SKETCH PREPARED BY RDK 11/27/95

CHECKED BY RHS

PROJECT No. 94-101

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS

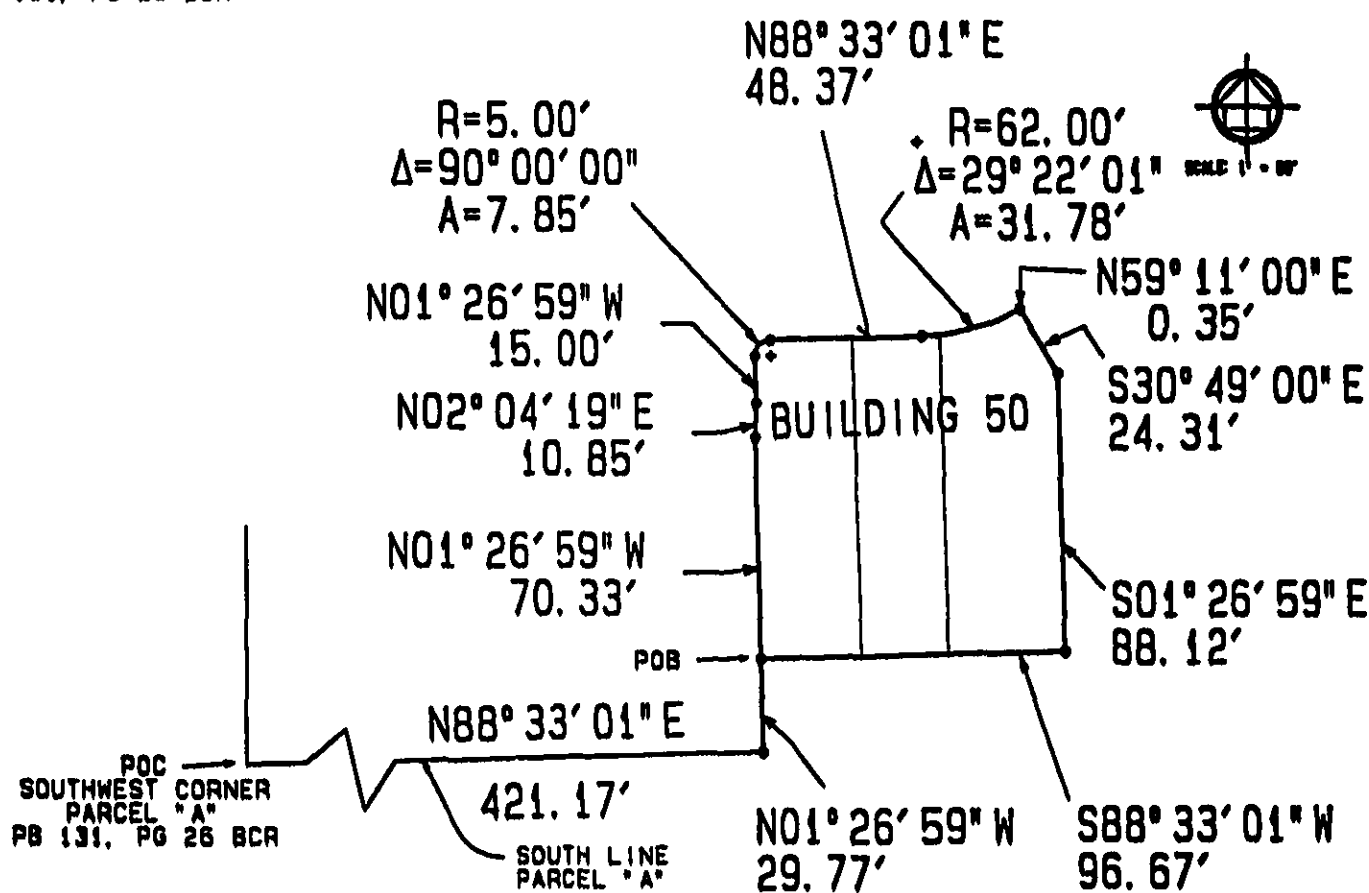
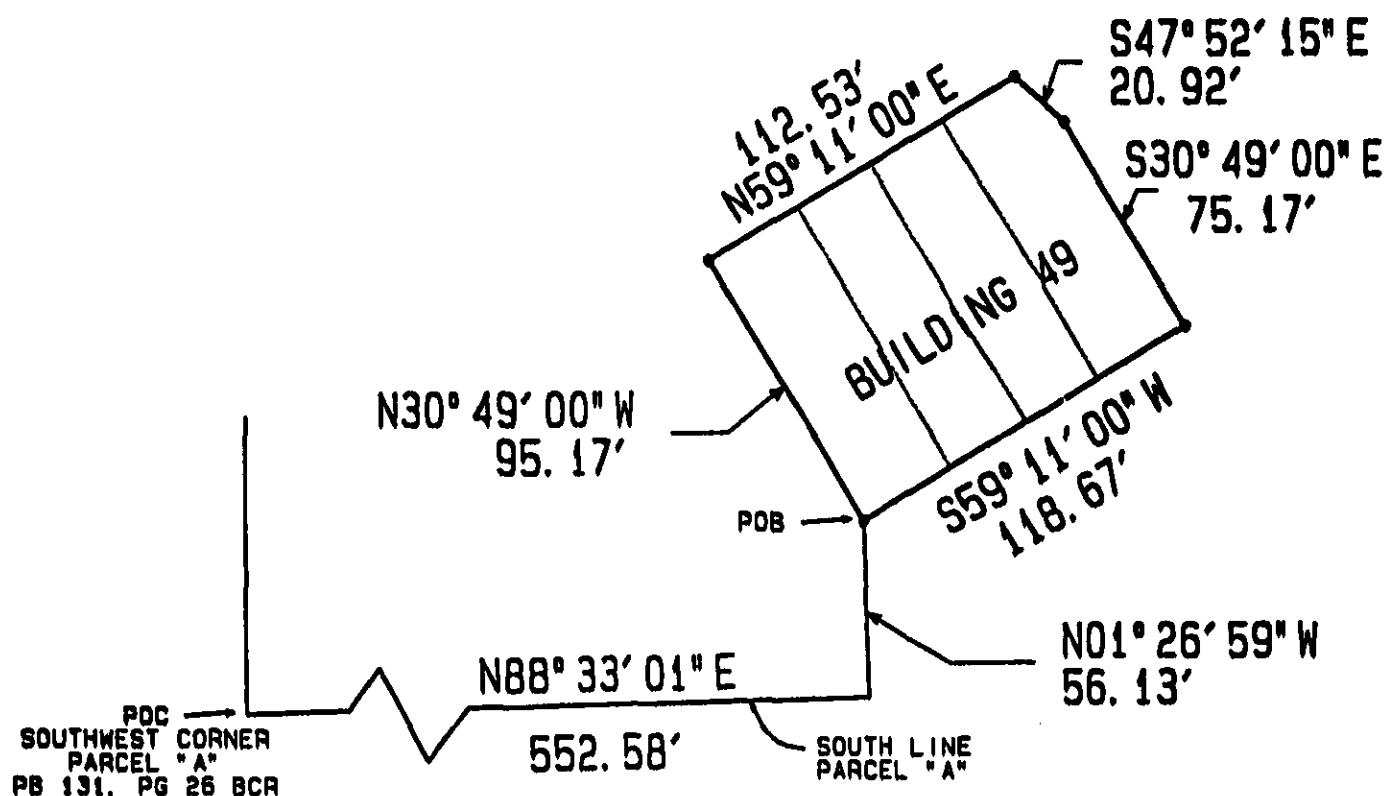


1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069
(305) 782-8222
CERTIFICATE NO: LB3110

THE VILLAGE AT HARMONY LAKE
TOWNHOUSE AREA NO. 1
COMMON AREA

CAD LIBRARY: 101THICN

SHEET 8 OF 13



CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS



1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069
(305) 782-8222

CERTIFICATE NO: LB3110

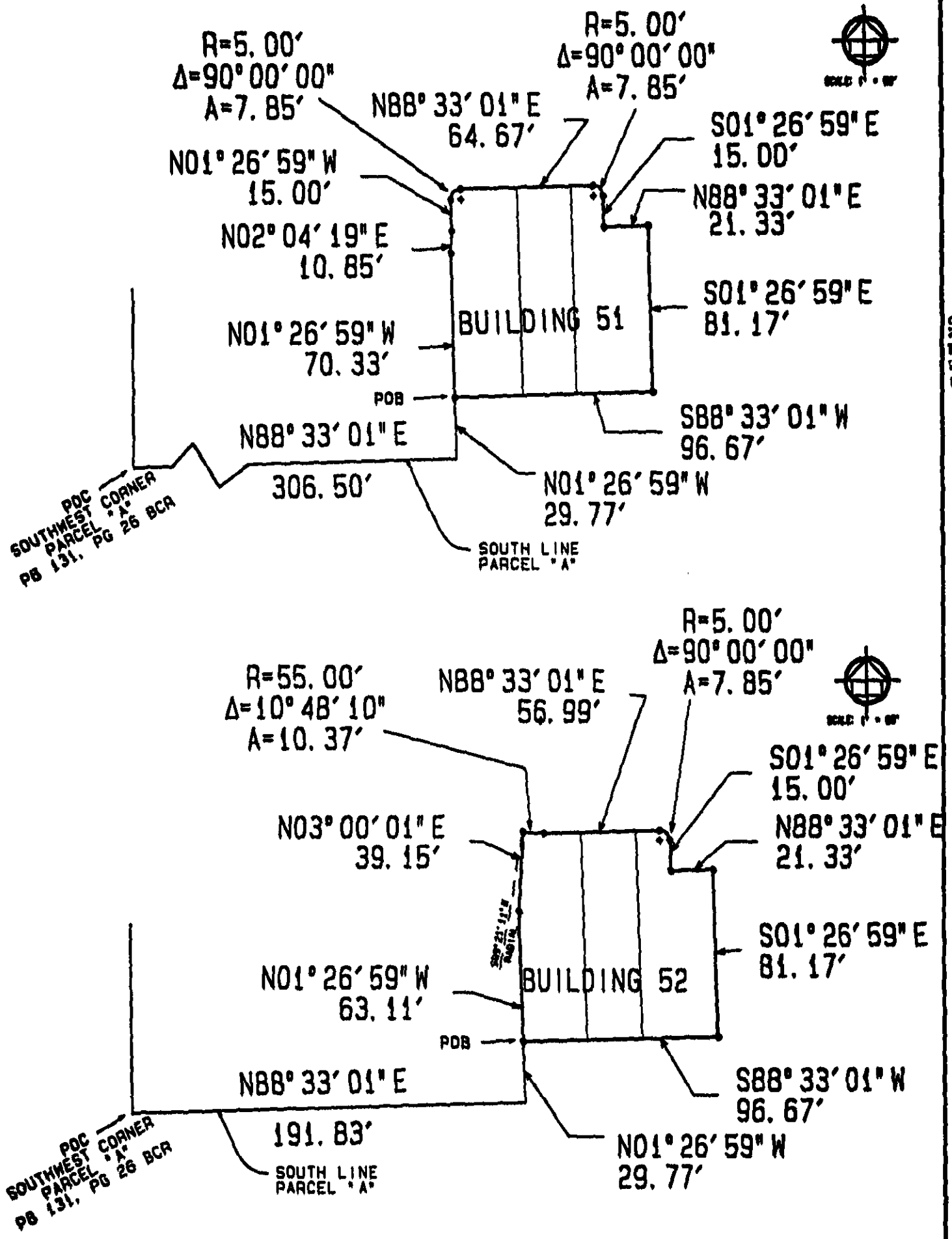
THE VILLAGE AT HARMONY LAKE
TOWNHOUSE AREA NO. 1
COMMON AREA

CAD LIBRARY: 101TH1CN

SHEET 9 OF 19

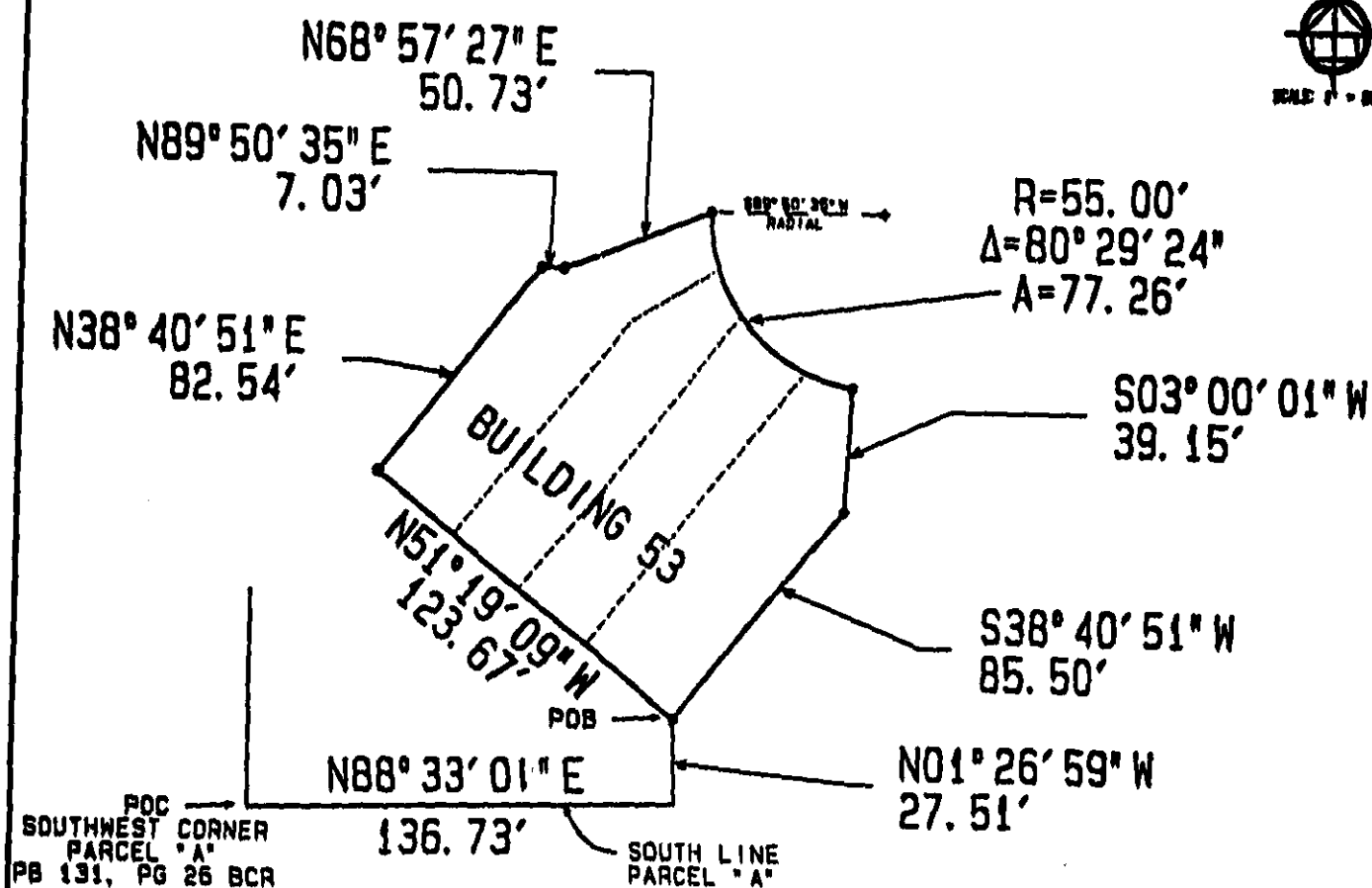
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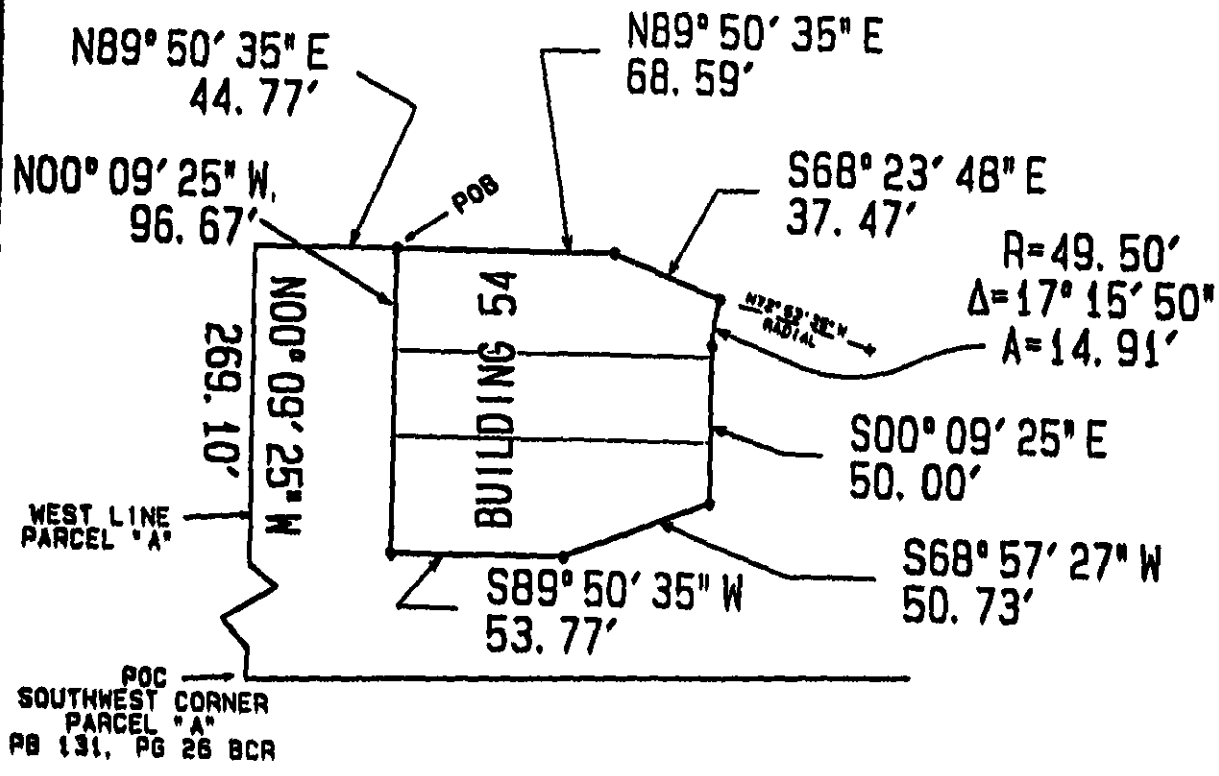


CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069
(305) 782-8222
CERTIFICATE NO: LB3110

THE VILLAGE AT HARMONY LAKE
TOWNHOUSE AREA NO. 1
COMMON AREA
CAD LIBRARY: 101TH1CM | SHEET 10 OF 13

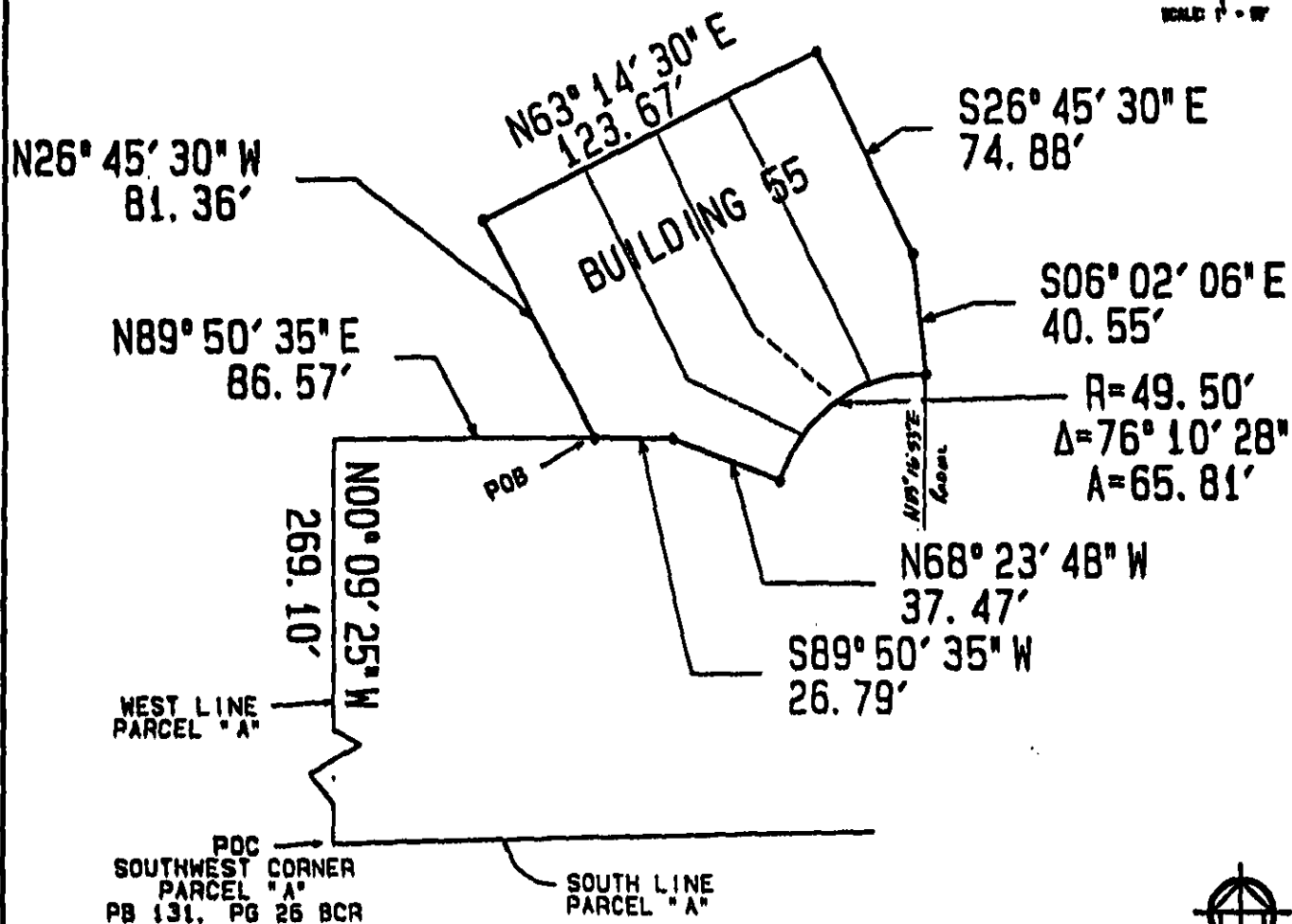


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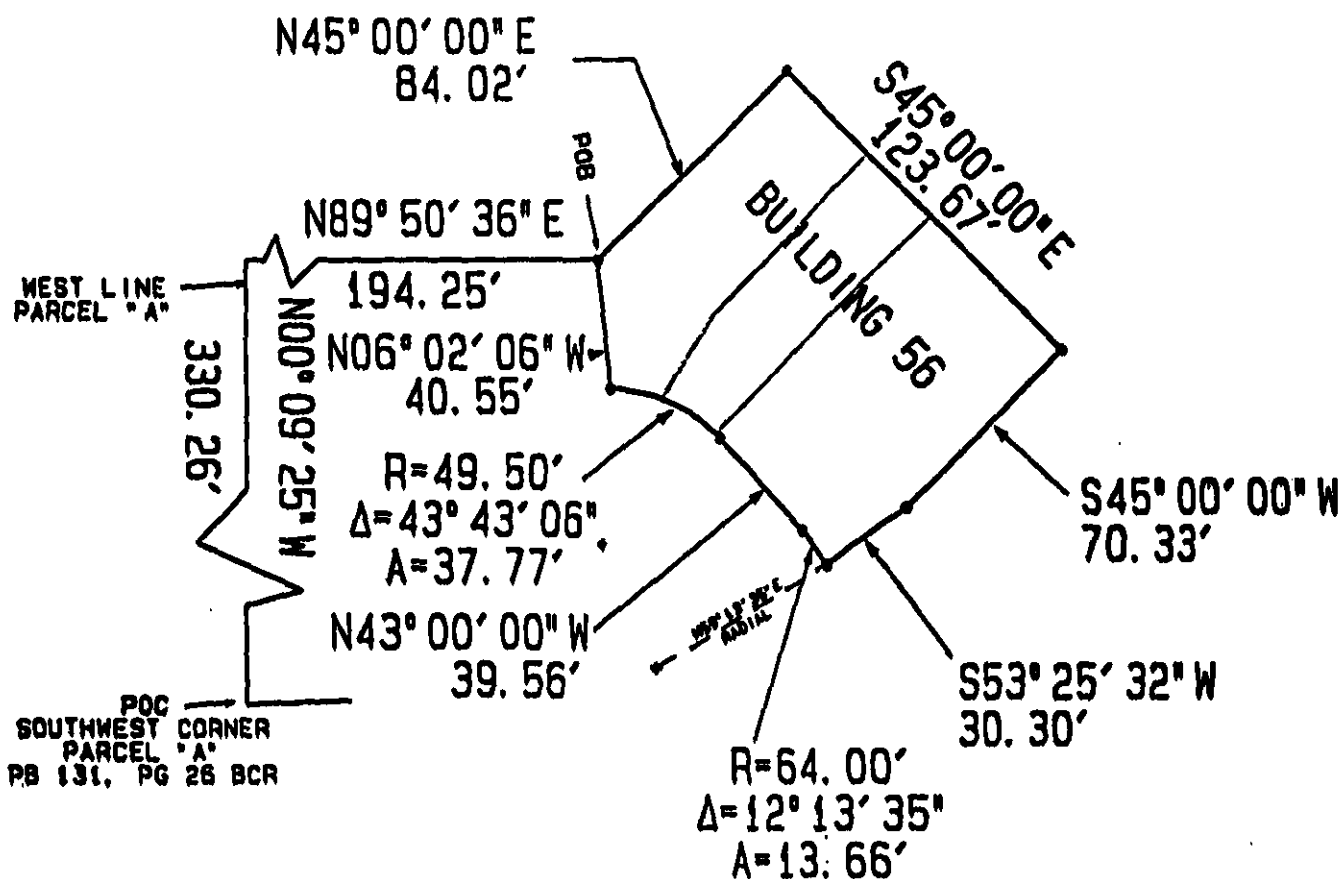


CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069
(305) 782-8222
CERTIFICATE NO: LB3110

THE VILLAGE AT HARMONY LAKE
TOWNHOUSE AREA NO. 1
COMMON AREA
CAD LIBRARY: 101TH1CM
SHEET 11 OF 13



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CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS



1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069
(305) 782-8222
CERTIFICATE NO: LB3110

THE VILLAGE AT HARMONY LAKE
TOWNHOUSE AREA NO. 1
COMMON AREA

CAD LIBRARY: 101THCM

SHEET 12 OF 13

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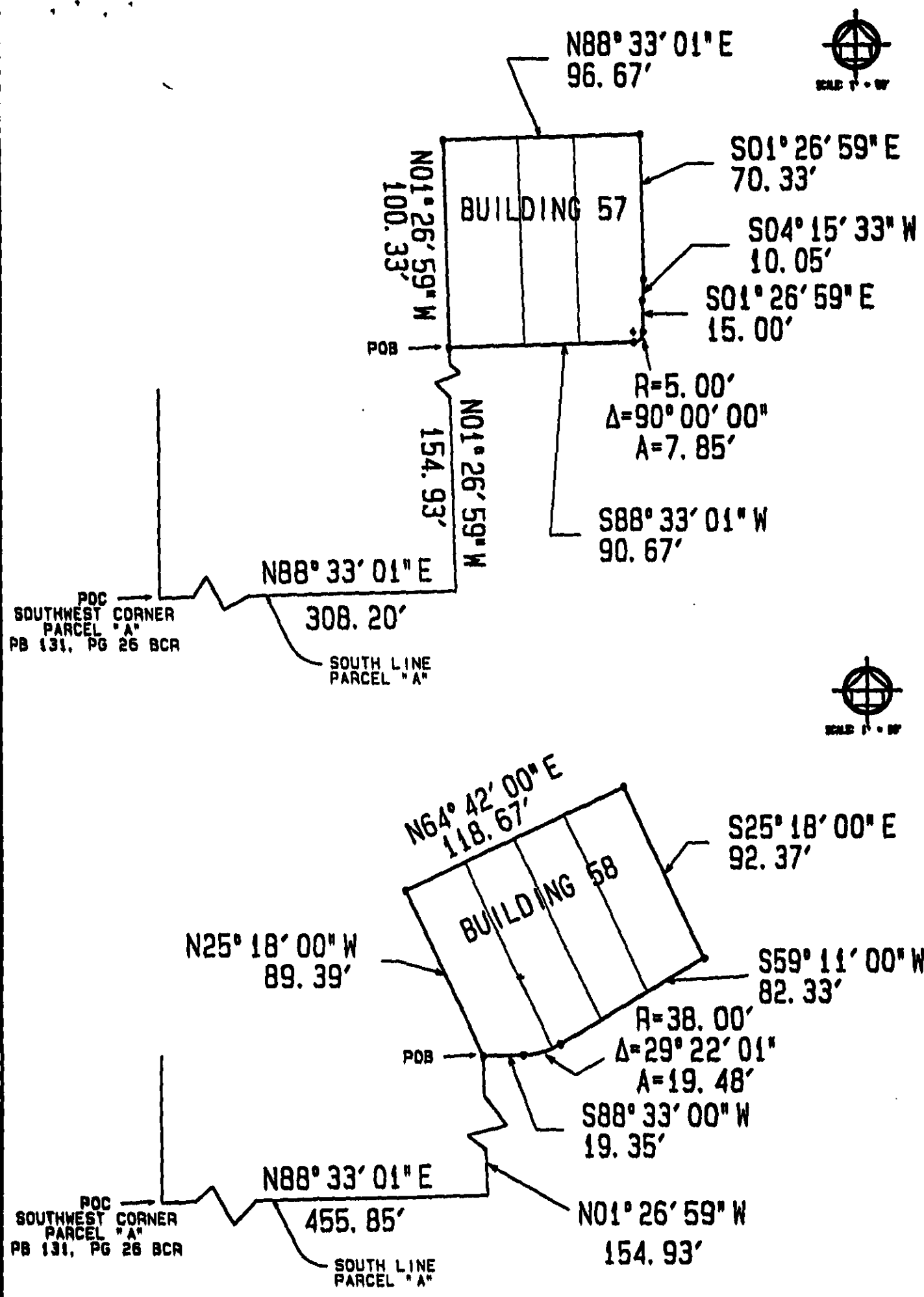


EXHIBIT C
ARTICLES OF INCORPORATION
OF

WEITZER HARMONY LAKES TOWNHOMES ASSOCIATION, INC.

The undersigned incorporators, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be WEITZER HARMONY LAKES TOWNHOMES ASSOCIATION, INC., which is hereinafter referred to as the "Association."

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the DECLARATION OF COVENANTS RESTRICTIONS AND EASEMENTS FOR WEITZER HARMONY LAKES TOWNHOMES recorded (or to be recorded) in the Public Records of Broward County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to preserve the values and amenities in the Weitzer Harmony Lakes Townhomes community and to maintain the Common and Limited Common Areas thereof for the benefit of the Owners who become Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in said Declaration and to provide for the maintenance, management, operation, preservation, and architectural control of The Properties described in the Declaration, including, without limitation, the power to:

8K25247PG0133

- a. Own and convey property;
- b. Operate and maintain the Common Area;
- c. Establish rules and regulations;
- d. Assess members of the Association and enforce said assessments;
- e. Sue and be sued;
- f. Enter into contracts to provide the services for operation and maintenance of the Properties and the Association, and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have all other powers necessary for the purposes for which the Association is organized.

All definitions set forth in the Declaration are incorporated herein by this reference, and all terms used herein which are defined in the Declaration shall have the meaning set forth in the Declaration.

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity which is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of Weitzer at Harmony Lakes, Inc. a Florida Corporation herein referred to as the "Developer" (as long as the Class B membership shall exist and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

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Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time. The Class B membership shall cease and terminate upon the conveyance of all of the Lots developed or to be developed in Weitzer Harmony Lakes Townhomes or any time prior thereto at the election of the Developer.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if one-third (1/3) of the total number of Members in good standing shall be present or represented at the meeting.

ARTICLE IV

CORPORATE EXISTENCE

The Association shall have perpetual existence. If the Association is dissolved, all assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

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Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the Developer no longer owns any Lots shall be as follows:

<u>Name</u>	<u>Address</u>
Harry Weitzer	5901 N. W. 151 Street Suite 120 Miami Lakes, FL 33014
Estelle Burnside	5901 N. W. 151 Street Suite 120 Miami Lakes, FL 33014
George J. Coren	5901 S.W. 151 Street Suite 120 Miami, Florida 33014

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election of directors and for the removal from office of directors. All directors shall be members of the Association residing in Weitzer Harmony Lakes Townhomes or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer.

Section 4. Duration of Office. Except for the first Board of Directors, Members elected to the Board of Directors shall hold office for the terms set forth in the By-Laws.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired time.

ARTICLE VI

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

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Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election of officers, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

	<u>Name and Office</u>	<u>Address</u>
President:	Harry Weitzer	5901 N. W. 151 Street Suite 120 Miami Lakes, FL 33014
Vice President and Secretary:	Estelle Burnside	5901 N. W. 151 Street Suite 120 Miami Lakes, FL 33014
Assistant Secretary and Treasurer:	George J. Coren	5901 N. W. 151 Street Suite 120 Miami Lakes, FL 33014

ARTICLE VII

BY-LAWS

The board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

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ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection by vote of at least 2/3 of the members of the Association, provided that as long as the Developer owns any Lot affected by these Articles, the Developer's consent must be obtained if such amendment, in the sole discretion of the Developer, affects its interests. For so long as the Developer is the Owner of any Lot covered by the Declaration. The Developer may amend these Articles upon execution and recordation of a Certificate of Amendment.

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

ARTICLE IX

INCORPORATORS

The names and addresses of the Incorporators of the Association are:

<u>Name</u>	<u>Address</u>
Harry Weitzer	5901 N. W. 151 Street Suite 120 Miami Lakes, FL 33014
Estelle Burnside	5901 N. W. 151 Street Suite 120 Miami Lakes, FL 33014

ARTICLE

INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees, judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding unless:

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(a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself, create a presumption (i) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association; or (ii) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 2. To the extent that a director, officer employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 5. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 6. The provisions of this Article X may not be amended.

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ARTICLE XI

REGISTERED AGENT

Until changed, Harry Weitzer shall be the registered agent of the Association and the registered office shall be at 5901 N. W. 151 Street, Suite 120, Miami Lakes, Florida 33014.

IN WITNESS WHEREOF, the undersigned subscribers have hereunto signed these Articles of Incorporation on this ____ day of _____, 1995.

HARRY WEITZER

ESTELLE BURNSIDE

ACKNOWLEDGMENT

STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

BEFORE ME, a Notary Public authorized to take acknowledgements in the State and County set forth above, personally appeared Harry Weitzer and Estelle Burnside, known to me and known by me to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this ____ day of _____, 1995.

NOTARY PUBLIC, State of Florida at Large

SEAL:

BK24247PC0140

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED.**

In compliance with the laws of Florida, the following is submitted:

Weitzer Harmony Lakes Townhomes Association, Inc. desiring to organize under the laws of the State of Florida with its registered office, as indicated in the foregoing articles of Incorporation, at Miami, Dade County, Florida, has named Harry Weitzer, located at 5901 N. W. 151 Street, Suite 120, Miami Lakes, 33014, Dade County, Florida, as its statutory registered agent.

Having been named the Statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

HARRY WEITZER

Dated this ____ day of _____, 1995.

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EXHIBIT D

BY-LAWS

WEITZER HARMONY LAKES TOWNHOMES ASSOCIATION, INC.

**A Corporation Not for Profit
Under the Laws of the State of Florida**

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WEITZER HARMONY LAKES TOWNHOMES ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to The Properties as defined in the Declaration described in the Articles of Incorporation of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1 of the Articles of Incorporation of the Association.

Section 5. All other definitions from the Declaration described in the Articles of Incorporation of the Association are incorporated herein by this reference.

ARTICLE II

LOCATION

Section 1. Until changed, the principal office of the Association shall be located at 5901 N. W. 151 Street, Suite 120, Miami Lakes, Florida, 33014.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III, Section I of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, The Properties against which such assessments are made as provided by Article V of the Declaration.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Except for the first Board of Directors, the directors of the Association shall be elected at the annual meeting of the Members as specified in the Articles of Incorporation. The election shall be decided by majority vote of all Members present in person or by proxy and voting at the annual meeting.

Section 2. The initial Board of Directors of the Association shall consist of three (3) directors, who shall serve as directors until such time as the Developer no longer owns any of the Lots, or sooner at the Developer's option. When the Developer no longer owns any of the Lots, the number of directors shall consist of not less than three (3) persons, but as many as the Board of Directors shall from time to time determine. A majority of the directors shall constitute a quorum for the transaction of business.

Section 3. Any director may be removed from office at any time with or without cause by the affirmative vote of a majority of the Members present in person or by proxy at a duly convened meeting of the Association.

Section 4. The first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the directors elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the directors elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days' notice in writing to each director elected, stating the time, place and object of such meeting.

Section 5. Regular meetings of the Board of Directors may be held at any place or places within Dade or Broward County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 6. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 7. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Dade or Broward County, Florida, and at any time.

Section 8. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all Directors.

Section 9. Directors (including designees of the Developer) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

ARTICLE V

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors.

The Treasurer shall have the care and custody of all monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for the purpose, full and accurate account of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 3. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held in the month of February in each year at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, The Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth (1/4) of all the votes of the entire membership, or who have a right to vote one-fourth (1/4) of the votes of the Class A membership.

Section 3. Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the corporation. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days' in advance of the meeting and shall set forth the general nature of the business to be transacted, provided however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. At any meeting, the presence in person or by proxy of Members entitled to cast one-third (1/3) of the votes of the membership shall constitute a quorum for any action governed by these By-Laws.

Section 5. Proxies must be in writing and signed by all record Owners of a Lot or the person designated in a voting certificate signed by all such owners as the person authorized to cast the vote attributable to such Lot.

ARTICLE VII

BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall be subject to the inspection of any Member of the Association during reasonable business hours.

ARTICLE VIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of two-thirds (2/3) of Members present and voting in person or by proxy, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered; provided, By-Law provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration referred to herein may not be amended except as provided in such Declaration and provided further that so long as the Developer owns any Lot affected by these By-Laws, the Developer's consent must be obtained if such amendment in the sole discretion of the Developer, affects its interests. Anything to the contrary herein notwithstanding, the Developer shall have the absolute right to amend these By-Laws and the Articles of Incorporation without the consent of the Members or the Board as long as the Developer owns any Lot.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

WE HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association on the ____ day of _____, 19__.

HARRY WEITZER, President

ESTELLE BURNSIDE, Secretary

EXHIBIT E
TO
THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WEITZER HARMONY LAKES TOWNHOMES

RULES AND REGULATIONS

1. No Owner may lease a Lot or any portion thereof, nor permit it to be used for transient accommodations. No Lot, or any portion thereof, may be leased by an owner for a period of less than six (6) months. Any lease shall be written, shall be for the entire Lot and not just a portion thereof, and must require the lessee abide by the Declaration and all exhibits.

2. In the event that an Owner leases his Lot in accordance herewith, the Owner shall deposit in escrow with the Association a Common Area security deposit in the amount of \$500.00, which security deposits may be used by the Association to repair any damage to the Common Areas or Limited Common Areas resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner of a Lot will be jointly and severally liable with his tenant to the Association for any amount in excess of \$500.00 which is required by the Association to make repairs or to pay any claim for injury or property damage caused by tenant's negligence. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00, shall be returned to the Owner within ninety (90) days after the tenant (and all subsequent tenants of Owner) permanently move out.

3. The Common Areas or Limited Common Areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefor; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein.

4. The personal property of Owners must be stored in their respective dwelling units.

5. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any dwelling unit or Lot and no liens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from or on the dwelling unit, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the dwelling unit or Lot, except that laundry may be hung from clotheslines which are not visible from the public rights-of-way.

6. No owner shall permit anything to fall, nor sweep or throw, from the dwelling unit any dirt or other substance onto the Lot or Common Areas.

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7. No noxious, offensive or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

8. Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

9. No vehicle which cannot operate on its own power shall remain on The Properties for more than twenty-four (24) hours, and no repair of vehicles shall be made thereon.

10. No owner shall make or permit any disturbing noises in the Common Areas and facilities by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Residential Unit or on his Lot or in the Common Areas or facilities in such a manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

11. No sign of any kind shall be displayed to the public view on The Properties, except only one sign of not more than one (1) square foot used to indicate the name of the resident or one sign of not more than two (2) square feet advertising The Property for sale or for rent (in locations and in accordance with design standards approved by the appropriate ACC), or any sign used by a builder to advertise the company during the construction and sales period. No sign of any kind shall be permitted to be placed in the window of, or on the outside walls any residential Unit or on any fences on The Properties, nor on the Common Areas or Limited Common Areas, nor on dedicated areas, nor on entryways or any vehicles within The Properties, except signs used or approved by the Developer.

12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Common Area, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Common Areas or Limited Common Areas. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of The Properties subject to this Declaration.

13. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

14. No tent, trailer, shed or other structure of a temporary character shall be permitted on The Properties at any time, other than those structures which may be installed or used by the Developer during construction. No mobile home or recreational vehicle on The Properties shall be used at any time as a residence,

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either temporarily or permanently, except by the Developer during construction.

15. No exterior antennae shall be permitted on any Lot or improvement thereon, or in the Common Areas or Limited Common Areas, except that Developer shall have the right to install and maintain community antennae and radio and television lines and temporary communications systems.

16. No electronic equipment may be permitted in or on any dwelling unit or Lot which interferes with the television or radio reception of another dwelling unit.

17. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the dwelling unit or on the Lot, except as approved by the Architectural Control Board.

18. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any dwelling unit, on a Lot or in the Common Areas, except for use in barbecuing.

19. An owner who plans to be absent during the hurricane season must prepare his dwelling unit and Lot prior to his departure by designating a responsible firm or individual to care for his dwelling unit and Lot should the dwelling unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

20. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his dwelling unit.

21. No garbage refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of Dade County for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.

22. No clothing, laundry or wash shall be aired or dried on any portion of The Properties visible from the public rights-of-way.

23. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except such as may be approved by the appropriate ACC for energy conservation purposes.

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24. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided they do not become a nuisance or annoyance to any other Owner. No pet shall be permitted outside of its Owner's dwelling unit unless attended by an adult and on a leash not more than six (6) feet long. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Areas. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, and Owners shall be responsible to clean up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds, and fish. Pets shall also be subject to all other applicable rules and regulations.

25. All persons using any pool on the Common Areas shall do so at their own risk. All children under sixteen (16) years of age must be accompanied by a responsible adult. Pets are not permitted in the pool or pool area under any circumstances.

26. Children will be the direct responsibility, of their parents or legal guardians, including full supervision of them while within the Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under sixteen (16) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreation facilities.

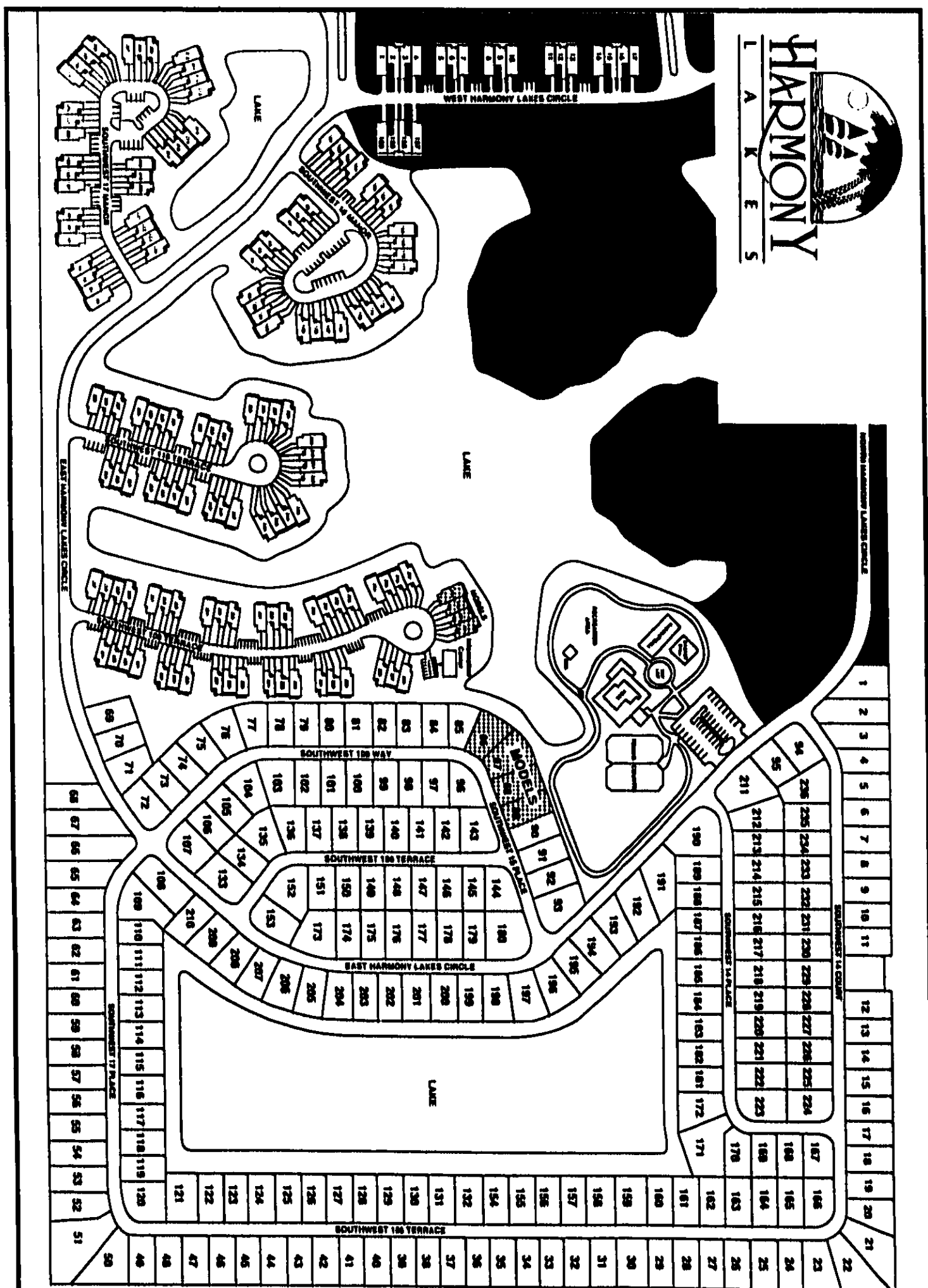
27. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

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28. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, or to institutional first mortgagees, nor to the Lots owned by either the Developer or such mortgagees. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

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EXHIBIT "F"



1650 South West 100th Terrace
Davie, FL 33324
(305) 474-9788



Site Plan

EXHIBIT G

CENTRAL AREA

MULTI-FAMILY LOOP 1

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THE VILLAGE AT HARMONY LAKE

MULTI-FAMILY LOOP 1

INGRESS-EGRESS EASEMENT

DESCRIPTION

A 30 foot strip of land lying in PARCEL "A", THE VILLAGE AT HARMONY LAKE, as recorded in Plat Book 131, Page 26, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCING at the Southwest corner of said PARCEL "A";

THENCE North 88°33'01" East along the South line of said PARCEL "A" a distance of 224.18 feet;

THENCE North 01°26'59" West, a distance of 599.40 feet to the POINT OF BEGINNING;

THENCE North 48°24'16" East, a distance of 30.00 feet to a point on the arc of a curve concave to the Northeast (said point bears South 48°24'16" West from the radius point of the next described curve);

THENCE Southeasterly, along the arc of said curve having a radius of 160.00 feet, a delta of 15°59'00", and an arc distance of 44.63 feet to a Point of Tangency;

THENCE South 57°34'44" East, a distance of 119.43 feet to the beginning of a curve concave to the Southwest;

THENCE Southeasterly, along the arc of said curve having a radius of 375.00 feet, a delta of 17°07'52", and an arc distance of 112.12 feet to a Point of Tangency;

THENCE South 40°26'52" East, a distance of 235.69 feet;

THENCE South 49°33'08" West, a distance of 30.00 feet;

THENCE North 40°26'52" West, a distance of 235.69 feet to the beginning of a curve concave to the Southwest;

THENCE Northwesterly, along the arc of said curve having a radius of 345.00 feet, a delta of 17°07'52", and an arc distance of 103.15 feet to a Point of Tangency;

THENCE North 57°34'44" West, a distance of 119.43 feet to the beginning of a curve concave to the Northeast;

THENCE Northwesterly, along the arc of said curve having a radius of 190.00 feet, a delta of 15°59'00", and an arc distance of 53.00 feet to the POINT OF BEGINNING.

Said lands lying in the Town of Davle, Broward County, Florida containing 15.347 square feet acres more or less.

DESCRIPTION PREPARED BY RK 7/26/95 CHECKED BY RNS

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS



1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069
(305) 782-8222
CERTIFICATE NO: LB3110

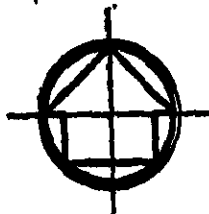
VILLAGE AT HARMONY LAKE
(MULTI-FAMILY LOOP 1)
INGRESS-EGRESS EASEMENT

PROJECT NO: 94-101

CAD LIBRARY: 101-INEG.LD1

SHEET 1 OF 2

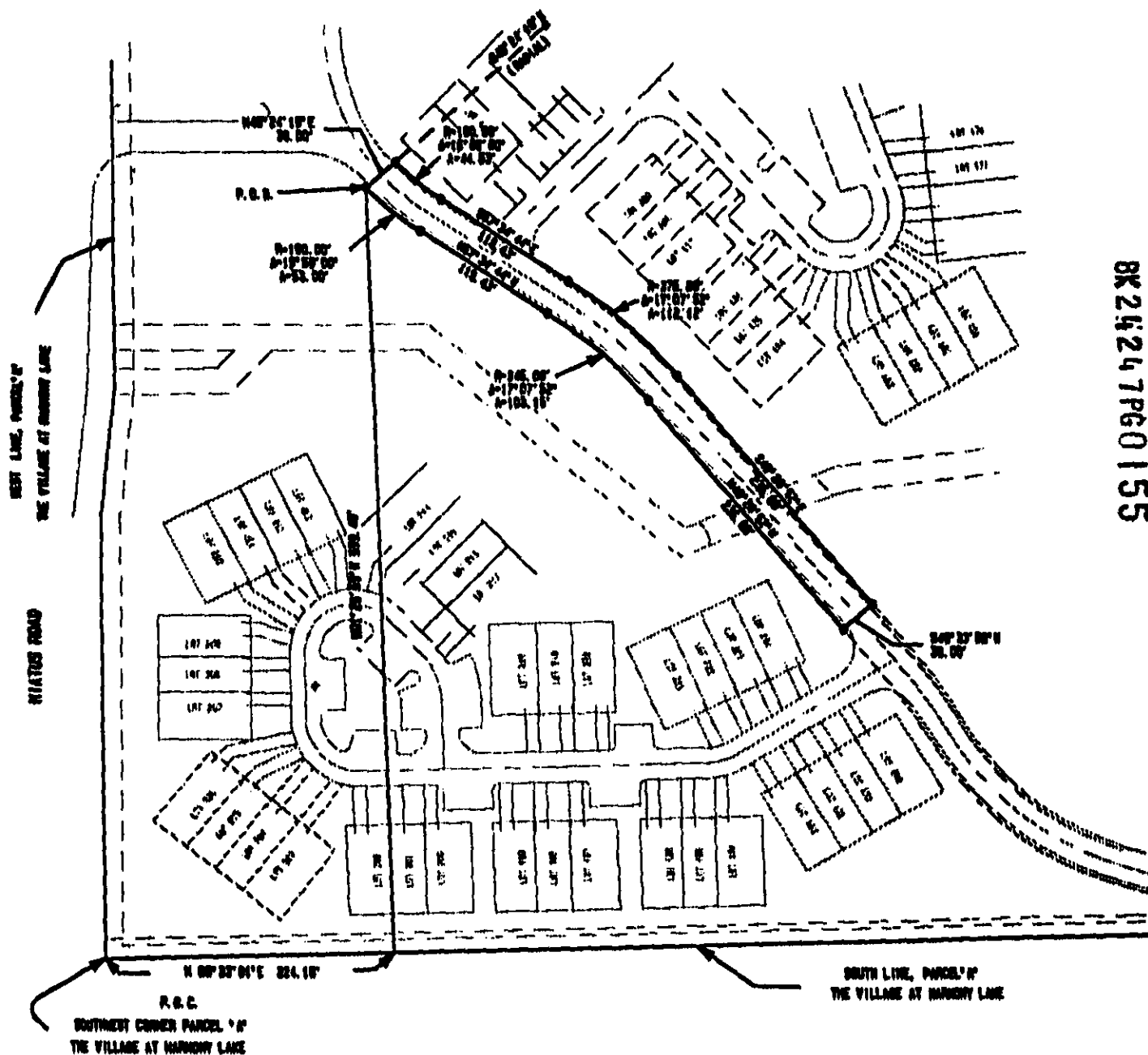
BK24247PG0154



SCALE: 1" = 120'

A. L. C. R. ARE LENGTH
B. C. R. AIR CONDITIONER (BLAR)
C. L. C. R. BROWARD COUNTY RECORDS
D. L. C. R. CENTERLINE
E. L. C. R. CONCRETE
F. L. C. R. COVERED
G. L. C. R. DELTA CENTRAL ANGLE
H. L. C. R. FINISHED FLOOR ELEVATION
I. L. C. R. GRADE ELEVATION
J. L. C. R. OFFICIAL RECORDS BOOK
K. L. C. R. PAGE
L. L. C. R. POINT OF BEGINNING
M. L. C. R. POINT OF COMMENCEMENT
N. L. C. R. RADIAL
O. L. C. R. POINT OF TERMINATION

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREIN WERE NOT ABSTRACTED FOR RIGHTS-OF-WAYS EASEMENTS, EASEMENTS, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREIN ARE BASED ON THE NORTH LINE OF PARCEL "A" THE VILLAGE AT HARMONY LAKE, AS RECORDED IN PLAT BOOK 121, PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS IS NOT A SURVEY.



BR24247PG0155

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

JOHN BRYAN SUBDIVISION
(P.B.S. PL. 2, R.C.R.)

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 91017-B, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 2.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

Richard H. Smith
RICHARD H. SMITH
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5230

SKETCH OF DESCRIPTION	ROK	7/26/95	N/A	RHS
REVISION	DWN	DATE	FB/PG	CKD

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS



1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069
(305) 782-8222
CERTIFICATE NO: LB3110

VILLAGE AT HARMONY LAKE
(MULTI-FAMILY LOOP 1)
INGRESS-EGRESS EASEMENT

PROJECT NO: 94-101

CAD LIBRARY: 101-NEG.L01 SHEET 2 OF 2

EXHIBIT H

CENTRAL AREA

MULTI-FAMILY LOOP 2

BK25247PG0156

THE VILLAGE AT HARMONY LAKE

MULTI-FAMILY LOOP 2

INGRESS-EGRESS EASEMENT

DESCRIPTION

A 30 foot strip of land lying in PARCEL 'A', THE VILLAGE AT HARMONY LAKE, as recorded in Plat Book 131, Page 26, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCING at the Southwest corner of said PARCEL 'A';

THENCE North 88°33'01" East along the South line of said PARCEL 'A' a distance of 586.85 feet;

THENCE North 01°26'59" West, a distance of 245.07 feet to the POINT OF BEGINNING;

THENCE North 49°33'08" East, a distance 30.00 feet;

THENCE South 40°26'52" East, a distance of 51.82 feet to the beginning of a curve concave to the Southwest;

THENCE Southeasterly, along the arc of said curve having a radius of 367.72 feet, a delta of 09°23'43", and an arc distance of 60.30 feet to a Point of Reverse Curvature with a curve concave to the Northeast;

THENCE Southeasterly, along the arc of said curve having a radius of 235.00 feet, a delta of 60°23'50", and an arc distance of 247.72 feet to an intersection with a radial line to the next described curve;

THENCE South 01°26'59" East along said radial line, a distance of 30.00 feet to a point on the arc of said curve concave to the Northeast;

THENCE Northwesterly, along the arc of said curve having a radius of 265.00 feet, a delta of 60°23'50", and an arc distance of 279.34 feet to a Point of Reverse Curvature with a curve concave to the Southwest;

THENCE Northwesterly, along the arc of said curve having a radius of 337.72 feet, a delta of 09°23'43", and an arc distance of 65.38 feet to a Point of Tangency;

THENCE North 40°26'52" West, a distance of 51.82 feet to the POINT OF BEGINNING.

Said lands lying in the Town of Davie, Broward County, Florida containing 11,196 square feet, more or less.

BK24247P60157

DESCRIPTION PREPARED BY RK 7/26/95 CHECKED BY RNS

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS



1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069
(305)782-8222
CERTIFICATE NO: LB3110

VILLAGE AT HARMONY LAKE
(MULTI-FAMILY LOOP 2).
INGRESS-EGRESS EASEMENT

PROJECT NO: 94-101

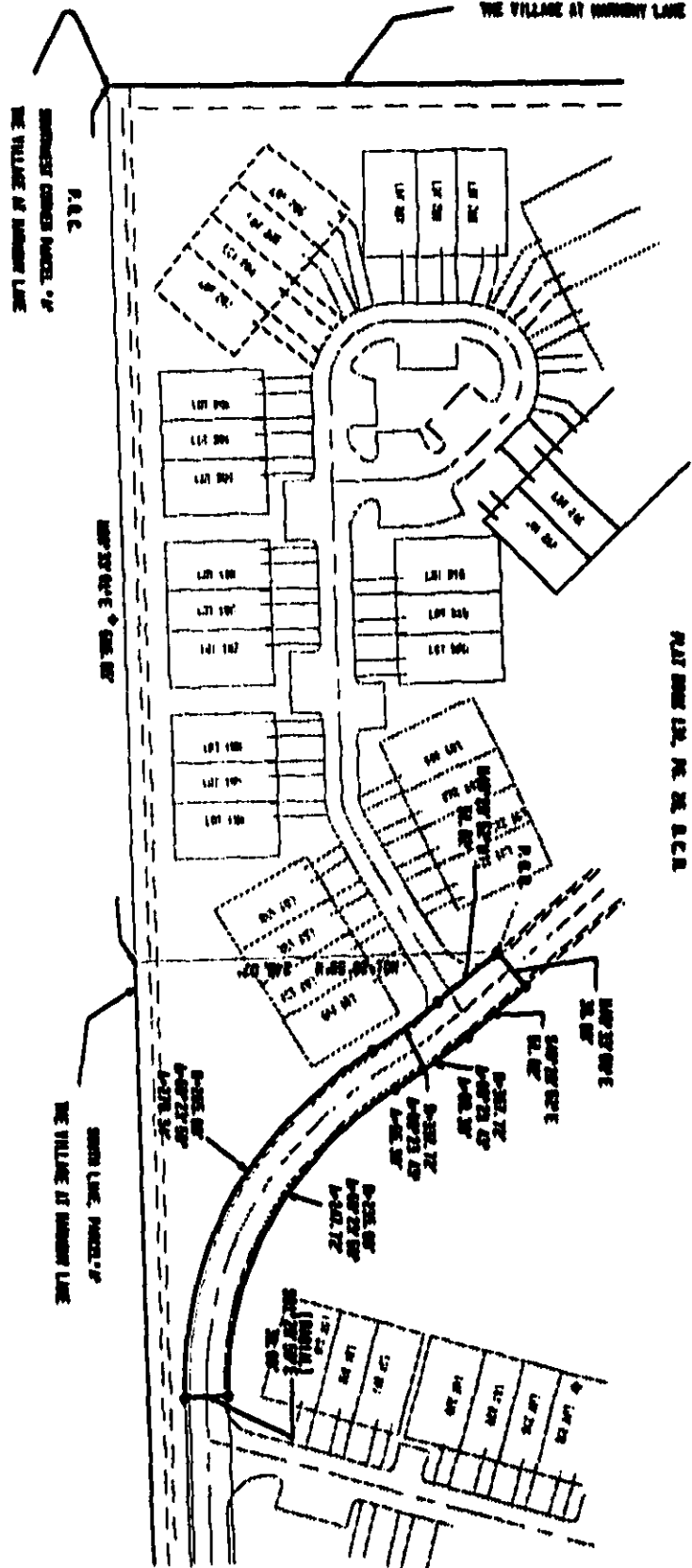
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SHEET 1 OF 2

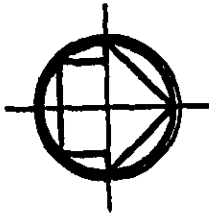
WEST LINE, PARCEL 4
THE VILLAGE AT HAWTHORNE LAKE

THE VILLAGE AT MOUNTAIN LAKE
J. H. BROWN

AK24247PG0158



127 - 137



A.C.	AM. CEMENT
A.C.	AM. CONCRETE (S&M)
B.C.A.	BIRMINGHAM COUNTY RECORDS
C.A.	GENERAL A/C
C.D.C.	CONCRETE
C.D.	CORRESP.
F.B.I.	FED. IN. GEN. MAIL
F.B.I.	FINISHED PLUMB ELEVATIONS
G.A.	GENERAL RECORDING
H.A.	HIGHWAY RECORDS BUREAU
H.C.	PLUMB. OF BUILDINGS
H.C.	PLUMB. OF CONNECTICUT
H.A.	PLUMB. RECORDS
H.A.	PLUMB. OF RECONSTRUCTION

[P.L.S. PG 1, LCL]

[illegible]

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

1 HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY
DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-5,
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 402.02, FLORIDA STATUTES.

RICHARD H. SMITH
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5239



1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA, 33069
(305) 782-8222
CERTIFICATE NO: LB3110

SKETCH OF DESCRIPTION	RDK	7/26/95	N/A	RHS
REVISION	DWN	DATE	FB/PG	CKD
VILLAGE AT HARMONY LAKE (MULTI-FAMILY LOOP 2) INGRESS-EGRESS EASEMENT				
PROJECT NO: 94-101				
CAD LIBRARY: 101-INEG.LD2		SHEET 2 OF 2		

**NON-RECOURSE CONSENT OF MORTGAGEE AND
SUBORDINATION OF MORTGAGE, ASSIGNMENT OF RENTS AND FINANCING STATEMENT**

WHEREAS, Developer by a Mortgage and Security Agreement (Revolving Loan) dated October 5, 1995, and filed for record on October 9, 1995, mortgaged unto Ohio Savings Bank, F.S.B., 1801 East Ninth Street, Cleveland, Ohio 44114 ("Mortgagee") the premises therein particularly described (the "Property") to secure the payment of the sums described therein, which mortgage was recorded in Official Records Book 24005, Page 247, of the Public Records of Broward County, Florida (the "Mortgage"); and

WHEREAS, Developer by an Assignment of Rents and Leases and Agreements Affecting Real Estate, dated October 5, 1995, and filed for record on October 9, 1995, assigned unto Mortgagee all of its right, title and interest in and to any and all agreements relating to the Property (the "Assignment"), which Assignment was recorded in Official Records Book 24005, Page 390, of the Public Records of Broward County, Florida; and

WHEREAS, Developer as Debtor executed and delivered to Mortgagee as Secured Party a UCC-1 Financing Statement which was filed for record on October 9, 1995 (the "Financing Statement"), and recorded in Official Records Book 24005, Page 516, of the Public Records of Broward County, Florida;

NOW, THEREFORE, Mortgagee, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Mortgagor, the receipt of which is hereby acknowledged, hereby accepts, approves and consents to and subordinates the lien, operation and effect of the Mortgage, Assignment and Financing Statement (the "Loan Documents") to the foregoing Declaration of Covenants and Restrictions for Weitzer Harmony Lakes Townhomes Association, Inc. (the "Declaration") with the identical effect as though the Declaration had been executed, delivered and recorded prior to the filing for record of the Loan Documents, but without in any manner releasing, satisfying or discharging the Loan Documents or in any way impairing, altering or diminishing the effect of any lien, encumbrance, security interest or other interest created by or related to the Loan Documents or any rights or remedies of Mortgagee under or with respect to the Loan Documents; provided, however, Mortgagee does not assume and is not responsible for any of the obligations and liabilities of the Developer, and none of the representations and warranties contained in the Declaration shall be construed to have been made by Mortgagee or impose any obligation on Mortgagee, but all rights, benefits and privileges in favor of Mortgagor shall inure to the benefit of Mortgagee or a receiver or third-party purchaser in the event of foreclosure or a deed given in lieu of foreclosure in the event Mortgagee shall ever succeed to the Mortgagor's interest in the Property or any part thereof. Nothing contained herein shall in any way restrict or limit any rights, benefits and privileges in favor of Mortgagee as the holder of a mortgage or first mortgage as set forth in the Declaration or otherwise whether now or hereafter existing.

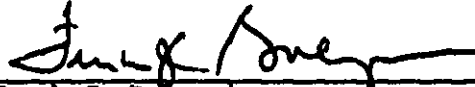
Signed this 4TH day of December, 1995.

Signed and Acknowledged
in the Presence of:


Name Printed: PATRICIA H. HAUPT


Name Printed: RUTH RICHARDS

OHIO SAVINGS BANK, F.S.B.

By: 
Frank J. Bologna
Senior Vice President

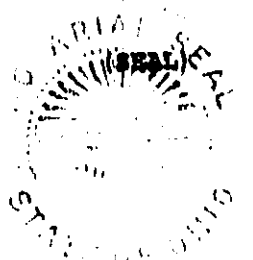
8K2H247PG0159

JS 12/01/95

STATE OF OHIO

COUNTY OF CUYAHOGA

Before me, a Notary Public in and for said County and State, on this 4TH day of December, 1995, personally appeared the above-named Ohio Savings Bank, F.S.B., a federal savings bank, by Frank J. Bolognia, its Senior Vice President, who acknowledged to me that he did sign the foregoing instrument on behalf of said bank and that the same was his free act and deed, individually and as such officer. Frank J. Bolognia is personally known to me.


Notary Public, State of Ohio
Name Printed: _____
My Commission Expires: _____

RUTH MICHAELS
Notary Public, State of Ohio
My Comm. expires 3/28/96

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK2424760160