



**INSTR # 101811130**  
**OR BK 32979 PG 0001**  
RECORDED 04/02/2002 11:07 AM  
COMMISSION  
BROWARD COUNTY  
DEPUTY CLERK 1034

CERTIFICATE of AMENDMENT to the DECLARATION of  
COVENANTS and RESTRICTIONS  
of  
WEITZER AT HARMONY LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

*(Text that is underlined is additional text; text containing a ~~line through~~ it is text from the prior version that is being deleted)*

NOTICE IS HEREBY GIVEN that on February 15, 2001, by a vote of two-thirds of the Members pursuant to article 10.5 of the Declaration, taken by vote at the Association's Annual Meeting on that date, amendments to article 4.9 of the Declaration of Covenants and Restrictions, as recorded in the Public Records of Broward County, Florida in O.R. Book 24247 at page 0094, were hereby approved as written in the attached document.

IN WITNESS WHEREOF, WEITZER AT HARMONY LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 18th day of March 2002.

(CORPORATE SEAL)

WEITZER AT HARMONY LAKES  
TOWNHOMES ASSOCIATION, INC.

ATTEST:

witness

By:

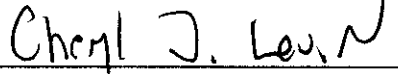
Vincent A. St. John, as President

STATE OF FLORIDA     }  
COUNTY OF BROWARD }

On this 18<sup>th</sup> day of March 2002, personally appeared VINCENT A. ST. JOHN, President,  
who is personally known to me/who produced \_\_\_\_\_ as identification,  
and who acknowledged before me that they executed this instrument for the purposes herein  
expressed.



Notary Public



Notary Public [name printed]

my commission expires:



Cheryl J Levin  
My Commission CC943191  
Expires June 17, 2004

**PROPOSED AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
WEITZER HARMONY LAKES TOWNHOMES ASSOCIATION, INC.  
(additions indicated by underlining, deletions by "----" and  
unaffected language by "...")**

1. Proposed amendment to the Declaration of Covenants and Restrictions for Weitzer Harmony Lakes Townhomes Association, Inc. to add new Section 4.9, to provide painting and maintenance responsibility to the Association for dwelling structure's exterior, as follows:

4.9 In addition to the obligations elsewhere provided herein, the Association shall have the responsibility to provide maintenance to the following portions of the Residential Unit, Dwelling Unit or Unit, as follows:

(a) Painting/Pressure Cleaning. The Association shall be responsible to attend to the periodic painting and/or pressure cleaning of the exterior of all Residential Units, Dwelling Units and Units, including the roof tiles, but excluding glass surfaces, and also including residential entry walks and driveways.

(b) Expense. The expense of the afore-mentioned maintenance obligations shall be treated as a common expense, shared collectively, by all Owners to be collected as an Annual or Special Assessment as provided under Article 5 of the Declaration of Covenants and Restrictions.

(c) Association shall not be responsible for any maintenance or repair necessitated by the negligence or intentional acts of the Owner of the Residential Unit, Dwelling Unit or Unit, or Owner's licensees, invitees and/or guests, or any other persons, or as a consequence of damage inflicted by windstorm, severe weather, Acts of God, or other like causes. Association's maintenance obligations under this Section 4.9 shall arise, when in the discretion of the Association, it becomes necessary to provide the above-described maintenance.