

THIS INSTRUMENT WAS PREPARED BY:  
AND SHOULD BE RETURNED TO:  
RANDALL K. ROGER & ASSOCIATES, P.A.  
621 NW 53<sup>RD</sup> STREET, SUITE 300  
BOCA RATON, FL 33487

**CERTIFICATE OF AMENDMENT**  
**of**  
**THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR**  
**WEITZER HARMONY LAKES TOWNHOMES ASSOCIATION**

WE HEREBY CERTIFY THAT the attached Amendment to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR WEITZER HARMONY LAKES TOWNHOMES ASSOCIATION ("Declaration"), as described in Official Records Book 24247, at Page 095, et seq., of the Public Records of Broward County, Florida, as amended, was duly adopted in accordance with the terms of the Declaration.

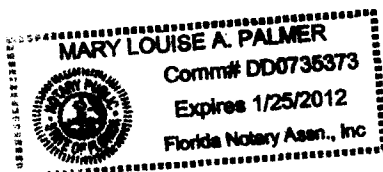
IN WITNESS WHEREOF, we have affixed our hands this 21 day of April, 2010 at Broward County, Florida.

By: [Signature], President  
WEITZER HARMONY LAKES TOWNHOMES  
ASSOCIATION

By: Velma Jean Manning  
Secretary  
WEITZER HARMONY LAKES TOWNHOMES  
ASSOCIATION

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21 day of April, 2010 by Vincent St John as President and Velma Jean Manning as Secretary of the WEITZER HARMONY LAKES TOWNHOMES ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced personally as identification.



NOTARY PUBLIC:

Mary Louise A. Palmer

My Commission Expires:

**AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR WEITZER HARMONY LAKES TOWNHOMES ASSOCIATION  
AND THE BY-LAWS OF WEITZER HARMONY  
LAKES TOWNHOMES ASSOCIATION**

(Additions indicated by underlining, deletions by "----", and unaffected language by "...")

1. Amendment to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR WEITZER HARMONY LAKES TOWNHOMES ASSOCIATION, INC., Article V, governing Covenant for Maintenance Assessments, to add a new Section 5.12, as follows:

**ARTICLE V**

**Covenant for Maintenance Assessments**

...

**Section 5.12 Collateral Assignment of Rents:**

Each lease of a Lot shall specifically provide (or, if it does not, shall be automatically deemed to provide) an express statement that a material condition of the lease shall be the Lot Owner's Collateral Assignment of Rents on each such leased Lot to the Association, which Collateral Assignment of Rents shall become absolute upon default of the Lot Owner to timely meet ongoing assessment obligations, as same may arise from time to time. In the event of such default by the Lot Owner, the Association shall provide ten (10) days written notice to the Lot Owner and the tenant that all subsequent rent payments are to be forwarded by the tenant directly to the Association, until otherwise notified. Notwithstanding anything to the contrary herein, in the event of default by the tenant to forward rent directly to the Association, the Association may immediately commence legal action to terminate the lease subject to the provisions of Florida law and this Declaration, and secure the removal of the tenant. Any and all fees and costs incurred, including attorney's fees and costs, shall be recoverable from the Lot Owner, and same shall constitute a special assessment on the Lot.

2. Amendment to the BY-LAWS OF WEITZER HARMONY LAKES TOWNHOMES ASSOCIATION, INC., Article IV, governing Board of Directors, to amend Section 3 as follows:

**ARTICLE IV**

**Board of Directors**

...

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