

This Instrument prepared by
and to be returned to:
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**CERTIFICATE OF AMENDMENT TO THE PAINTING RULES AND REGULATIONS OF
WEITZER HARMONY LAKES TOWNHOMES ASSOCIATION, INC.**

WE HEREBY CERTIFY that the Painting Rules and Regulations (the "Painting Rules and Regulations") of WEITZER HARMONY LAKES TOWNHOMES ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), which are attached hereto as Exhibit "A" were duly adopted as new architectural rules and regulations by the Association's Board of Directors (the "Board") at a properly noticed Board meeting/ACC meeting on 2-19, 2013 (the "February Meeting"). The Declaration of Covenants and Restrictions for Weitzer Harmony Lakes Townhomes Association (as amended, the "Declaration") is recorded in Official Records Book 24247, at Page 95 of the Public Records of Broward County, Florida.

WHEREAS, at a Board meeting which occurred on January 8, 2013 (the "January Meeting"), the Board met to appoint an Architectural Control Committee (the "ACC"), pursuant to Section 6.2 of the Declaration.

WHEREAS, at the January Meeting, the Board appointed the Board as the ACC.

WHEREAS, at the February Meeting, the ACC, acting pursuant to Section 6.3 of the Declaration, recommended the Painting Rules and Regulations and the Board adopted the Painting Rules and Regulations.

WHEREAS, the Board desires to record this Certificate of Amendment to notify the Association's present and future members of the Painting Rules and Regulations, as same may be amended from time to time.

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EXHIBIT "A"

**PAINTING RULES AND REGULATIONS OF WEITZER HARMONY LAKES
TOWNHOMES ASSOCIATION, INC.**

The following painting rules and regulations (these "Rules") are applicable to all Homes governed by the Association. All of the following Rules constitute substantial additions to the Association's rules and regulations.

1. The Association is responsible for repainting the exteriors of the homes governed by the Association (the "Homes") during Scheduled Repainting Events. As used herein, a "Scheduled Repainting Event" occurs if the Board determines in its best judgment that the exterior of the Homes need to be repainted, whether due to: (1) normal wear and tear which results in the current paint reaching the end of its manufacturer-estimated lifespan, (2) any manufacturing defect, which causes the paint to fail throughout the Homes, or (3) any failure of the Association's painter to properly apply the paint, which results in paint failure throughout the Homes.

2. The Association is not responsible for minor variations in the appearance of the paint on the Homes or paint that appears different from the manufacturer's color swatch, as such variations may be caused by many factors out of the Association's control, including, the temperature and humidity at time the paint was applied, condition of the surface and substrate material, aging of the paint, sun exposure of certain surfaces, et cetera.

3. Notwithstanding the foregoing, unless the Board otherwise determines, in no event shall damage caused to the paint by any of the following qualify as Scheduled Repainting Events: repair work, water damage, storm damage, vandalism, stains, or any other cause that the Board determines in its sole and absolute discretion does not qualify as a Scheduled Repainting Event (collectively, the "Owner Repainting Events"). If any Home surface requires repainting due to any Owner Repainting Event, the owner of the respective Home shall be responsible for repainting the Home in accordance with these Rules. In such events, owners shall be required to repaint the Home within the time period required by the Board. In the event any owner fails to properly repaint the Home after notice of an Owner Repainting Event, the Association may take any and all available remedies, including, without limitation, fining the owner and/or entering the Lot to repaint the Home (in such case, the Association's fees and costs shall be considered an assessment on the Lot and the Association may lien the Lot and foreclose its lien to collect same).

4. Owners may only use paints, paint colors and combinations approved by the Association's Architectural Control Committee (the "ACC") and adopted by the Board. The following paints, colors and combinations are the only paints, colors and combinations permitted to be used on the exterior surface of any Home (the "Approved Paint Combinations"):

Approved Combination	Paint	Surface to be Painted	Paint Brand	Paint Sheen	Color/Color Code
<i>Combination 1: Developer Color Scheme</i>		Wall surface	Sherwin Williams	Flat	CM Dark Peach Base color
		Trim	Sherwin Williams	Flat	CM Light Peach trim color
<i>Combination 2: New Color Scheme</i>		Wall surface	Sherwin Williams	Flat	6066 Base color
		Trim	Sherwin Williams	Flat	6063 trim color

5. The ACC has no authority to permit any owner to use any paint, color or combination other than the Approved Paint Combinations set forth above. Any owner that uses any paint, paint color or combination other than the Approved Paint Combinations will be in violation of these Rules and subject to the Association's remedies set forth in paragraph 2.

6. All Homes must have a uniform color scheme of the Approved Paint Combinations. No connecting surfaces may use more than one Approved Paint Combination. For example the front facing wall surface of the Home may be painted with either Combination 1 (Developer Color Scheme) or Combination 2 (New Color Scheme) and the front facing trim must be painted with the corresponding approved paint and color for trim from the same Approved Paint Combination. All exterior surfaces must conform to the color scheme of the front facing surfaces. The Approved Paint Combinations may not be combined on any Home.

7. From time to time the Board may amend or modify these Rules and/or adopt additional rules and regulations regarding painting of exterior surfaces. All such amendments, modifications, rules and regulations shall be effective and binding on all owners of Homes within the Association upon written notification to the owners or recording of same in the Public Records.