

This instrument prepared by  
and return to:  
ANDREW I. LEWIS, ESQ.  
EISINGER, BROWN, LEWIS, FRANKEL & CHAIET, P.A.  
4000 Hollywood Boulevard, # 265-S  
Hollywood, Florida 33021  
Tel: (954) 894-8000  
Fax: (954) 894-8015

**CERTIFICATE OF AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS AND EASEMENTS OF  
WEITZER CHAPEL TRAIL HOMES**

WEITZER CHAPEL TRAIL HOMES HOMEOWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation, (the "Association"), organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing and operating the Property as defined and encumbered by the Declaration of Covenants, Restrictions, Conditions and Easements of Weitzer Chapel Trail Homes recorded in Official Records Book 19787, at Page 922, of the Public Records of Broward County, Florida, as amended from time to time, (the "Declaration"), hereby certifies that on 5<sup>th</sup> day of June, 2014, at a duly and properly noticed and called meeting of the Members of the Association at which a quorum was present, Lot Owners (as defined in the Declaration) owning at least fifty one percent (51%) of the voting interests in the Association, approved and adopted those certain Amendments to the aforesaid Declaration attached hereto and made a part hereof as Exhibit "A".

Signed, Sealed And Delivered  
in The Presence Of:

WEITZER CHAPEL TRAIL HOMES HOMEOWNERS'  
ASSOCIATION, INC., a not-for-profit Florida corporation

Witness (as to both)

Print Name: BERT RIVERA

By: Bert Rivera

Print Name: BERT RIVERA

Title: President

Witness (as to both)

Print Name: David Chavez

Attest: Ernesto Escobar

Print Name: Ernesto Escobar

Title: Secretary

STATE OF FLORIDA )

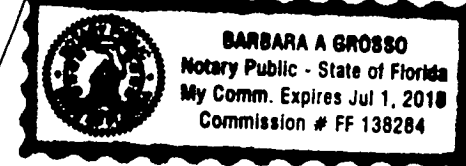
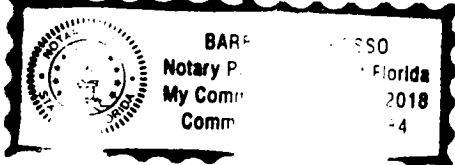
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COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 8 day of December, 2014, by Bert Rivera and Ernesto Escobar, as President and Secretary, respectively, of WEITZER CHAPEL TRAIL HOMES HOMEOWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation, who are personally known to me or who have produced \_\_\_\_\_ as identification and who have executed same on behalf of said corporation.

My Commission Expires:

NOTARY PUBLIC



**EXHIBIT "A"**

**AMENDMENTS**

- I. The following new **Section 3** is hereby inserted in **Article IX** of the Declaration of Covenants, Restrictions, Conditions and Easements of Weitzer Chapel Trail Homes recorded in Official Records Book 19787, at Page 922, of the Public Records of Broward County, Florida:

"Section 3. The Property is also subject to the following use restrictions:

- (a) Garages. No garage shall be erected on any Lot which is separate from the Home located upon such Lot. No garage shall be permanently enclosed, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage area. All garage doors shall remain closed when not in use.
- (b) No Trade or Business. No trade, business, profession or commercial activity, or any other nonresidential use, shall be conducted upon any portion of a Lot or within any Home.
- (c) Outside Storage of Personal Property. The personal property of any resident of the Property shall be kept inside the resident's Home, except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in the rear of the Lot and must appear neat and in good condition at all times.
- (d) Portable Buildings. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the Board of Directors of the Corporation.
- (e) Garbage and Trash. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish on the Owner's Lot. Garbage, trash, refuse or rubbish that is required to be placed at the front of the Lot in order to be collected may be placed and kept at the front of the Lot only after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day following collection. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a Home or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.
- (f) Vehicles and Boats. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, may be parked within the Property overnight without the prior written consent of the Board of Directors of the Corporation, unless kept within an enclosed garage. In particular, and without limitation, without the prior written consent of the Board of Directors of the Corporation, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a Home

overnight. No overnight parking is permitted on any streets, lawns or areas other than driveways and garages, without the consent of the Board of Directors of the Corporation. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the Property. All vehicles parked upon the Property must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked upon the Property outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the Property. Motorcycles, motorbikes, mopeds, all-terrain vehicles, and the like are not permitted to be parked overnight outside of an enclosed garage, except with the prior written consent of the Board of Directors of the Corporation. Any motorized vehicle operated on the Property must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Property.

- (g) No animals, livestock or poultry of any kind other than domesticated dogs, cats, fish and birds may reside in or be kept in any Home, or otherwise brought upon the Property, and then only in accordance with, and subject to, the following provisions: (i) No pet or other animal shall be, or be permitted to commit, a nuisance to any Lot Owner, tenant or other resident of the Property, or guest or invitee of any such Lot Owner, tenant or other resident, (including, without limitation, a nuisance by way of excessive barking, screeching, biting, growling or exhibiting similar behavior); (ii) No dangerous animal of any type (or any animal which poses a realistic threat to the safety or welfare of persons or property) is to be kept in any Home or allowed on the Property; (iii) No dog or cat shall be permitted outside of the Home in which it resides unless, at all times while it is on the Property, said dog or cat is attended by an adult, and either on a leash not more than six (6) feet long or being carried in a secure receptacle suitable for transporting such an animal; (iv) No bird or fish shall be permitted outside of the Home in which it resides unless, at all times while it is on the Property, said bird or fish is attended by an adult, and being carried in a secure receptacle suitable for transporting such an animal; (v) Each Lot Owner, tenant or other resident of the Property, or guest or invitee of any such Lot Owner, tenant or other resident, shall assume full responsibility for any damage to persons or properties caused by his, her or its pet, and promptly collect and clean up any feces from pets upon the Property; (vi) No pet or other animal shall be bred on the Condominium Property, nor shall any pet or other animal be maintained or used for any commercial purpose on the Condominium Property; and (vii) No commercial breeding of pets is permitted upon the Property.
- (h) Clotheslines an Outside Clothes Drying. No clotheslines or clothespoles shall be erected, and no outside clothes-drying is permitted on the Property, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the Board of Directors of the Corporation must first approve the portions of any Lot used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing.

- (i) Nuisances. No nuisances shall be permitted within the Property, and no use or practice which is an unreasonable source of annoyance to the residents of the Property or which shall interfere with the peaceful possession and proper use of the Property by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by all Lot Owners.
- (j) Signs. No signs shall be placed upon any Lot, and no signs shall be placed in or upon any Home which are visible from the exterior of the Home, without the prior written consent of the Board of Directors of the Corporation. In the event any sign is installed on any Lot or on the exterior of any Home which violates this paragraph, the Corporation shall have the right to remove such sign without notice to the Lot Owner, and the removal shall not be deemed a trespass and the Corporation shall not be liable to the Lot Owner for the removal or for any damage or loss to the sign.
- (k) Fences. Privacy fences between six to eight feet in height and made of vinyl are permitted to be installed on any Lot, provided that any such fence is white in color only; however, corner Lots and lake Lots are not permitted to have privacy fences, but are allowed to have only white aluminum fencing, either 42 inches or 46 inches in height. Wood fencing and chain link fencing are not permitted on any Lot. Fencing of the front yard of any Lot is not permitted. Notwithstanding anything to the contrary contained herein, all fences require proper authorization of the Architectural Design Control Committee pursuant to Article III D of the Master Declaration, and proper permitting from the appropriate governmental authority(ies).
- (l) Leases. All leases of a Lot and/or any Home located thereon must be in writing and specifically be subject to this Declaration, the Articles and the By-Laws, and copies delivered to the Board of Directors of the Corporation prior to occupancy of the leased Lot and/or Home by the tenant(s). No lease shall be for a period of less than six (6) months without the prior consent of the Board of Directors of the Corporation.

In the event the Master Declaration or any rules or regulations promulgated by the Master Association shall contain any use restrictions which are more restrictive than those use restrictions which are set forth in this Article IX, then such more restrictive use restrictions shall be applicable."

- ii. **The following new Section 10 is hereby inserted in Article XIV of the Declaration of Covenants, Restrictions, Conditions and Easements of Weitzer Chapel Trail Homes recorded in Official Records Book 19787, at Page 922, of the Public Records of Broward County, Florida:**

"Section 10. In addition to all other remedies available to the Corporation under this Declaration, any exhibits hereto and/or applicable law, the Board of Directors of the Corporation may, at its sole discretion, cause the Corporation to impose a fine or fines upon a Lot Owner and/or a guest, tenant or invitee of such Lot Owner, for failure of such Lot Owner or his guest, tenant or invitee to comply with any covenants and/or restrictions of this Declaration, any exhibits hereto, and/or the rules and regulations of the Corporation, all as amended from time to time, pursuant to the following procedure(s):

- (a) The Corporation shall send a written notice of the alleged infraction or infractions to the Lot Owner and/or his, her or its guest, tenant or invitee, affording said Lot Owner, guest, tenant and/or invitee an opportunity for a hearing before a committee of at least three (3) Members of the Corporation appointed by the Board of Directors of the Corporation who are not officers, directors or employees of the Corporation, or the spouse, parent, child, brother or sister of an officer, director or employee of the Corporation, at a time and place of the Corporation's choosing, but not less than fourteen (14) days from the date of said notice. Said notice shall contain: (i) A statement of the date, time and place of the hearing; (ii) A statement of the provisions of this Declaration, any exhibits hereto, and/or the rules and regulations of the Corporation which have allegedly been violated; and (iii) A short and plain statement of the matters asserted by the Corporation. Said notice shall be sent by first class mail to the address of the Lot Owner and/or his, her or its guest, tenant or invitee, as applicable, on file with the Corporation, and shall be effective upon mailing. As each Lot Owner is responsible for himself, herself or itself, and his, her or its guests, tenants and invitees, the Lot Owner shall be responsible to pay any and all fines assessed without prejudice to the right of the Lot Owner to recover from the actual violator the amounts paid by the Lot Owner.
- (b) At the hearing, the Lot Owner, or his, her or its agent, which may include his, her or its guest, tenant and/or invitee, shall have an opportunity to respond, to present evidence and to provide written and oral argument(s) on all issues involved, and shall have an opportunity, at the hearing, to review, challenge, and respond to any material considered by the Corporation. Formal rules of evidence shall not apply.
- (c) Within twenty-one (21) days after said hearing, the Corporation shall render a written decision containing findings of fact and the reasons for its decision, together with the amount of fines assessed, if any, and said decision shall be mailed to the Lot Owner, and/or his, her or its guest, tenant or invitee, by first class mail, and shall be effective upon mailing. If the committee, by majority vote, does not approve a proposed fine, said fine may not be imposed.
- (d) No fine shall exceed the amount of \$100.00 per violation; provided, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, without any limitation on the aggregate amount of such fine.
- (e) If the Corporation's decision requires the payment of a fine by the Lot Owner, and the Lot Owner and/or his, her or its guest, tenant and/or invitee does not pay said fine within fourteen (14) days after said decision is mailed, the Corporation may bring an action against the Lot Owner and/or his, her or its guest, tenant and/or invitee for the amount of the fine, plus interest, costs and attorney's fees incurred in the enforcement and/or collection of said fine.
- (f) The Corporation is hereby authorized to collect all fines imposed in the same manner as the Corporation may collect all obligations owed to it; provided, however, that a fine of less than \$1,000.00 cannot become a lien against a Lot owned by the affected Lot Owner.

- (g) Nothing contained in this Section 10 shall be deemed to limit any remedy, legal or equitable, which the Corporation may otherwise have against any person or entity, and the above fines procedure is in addition to any and all other remedies which the Corporation may have against any person or entity.
- (h) The Corporation may, in its sole discretion, form a 'fines committee' to receive complaints of violations and to send notices pursuant hereto."

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH.