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Reply To:

West Palm Beach

June 5, 1998

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**CORPORATE RECORDS BUREAU
DIVISION OF CORPORATIONS
Department of State
P.O. Box 6327
Tallahassee, FL 32301**

**RE: Whitehall Condominiums of the Lands of the
President Association, Inc.; Amendment to Articles
of Incorporation**

Dear Sir/Madam:

Enclosed herein please find an **original and one copy** of a Certificate of Amendment to the Articles of Incorporation of **Whitehall Condominiums of the Lands of the President Association, Inc.**, as well as a check in the amount of **\$87.50** to cover the cost of filing same and return of a stamped copy to my attention.

Thank you for your attention to this matter.

Very truly yours,

KENNETH S. DIREKTOR
For the Firm

KSD/ebd
Enclosures

cc: Whitehall Condominiums of the Lands of the
President Association, Inc.

128404_1

*Amend-
6-11-98*

FILED
98 JUN -9 PM 3:33
**SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
WHITEHALL CONDOMINIUMS OF THE LANDS
OF THE PRESIDENT ASSOCIATION, INC.

The undersigned officers of Whitehall Condominiums of the Lands of the President Association, Inc. do hereby certify that the following amendments to the Articles of Incorporation of said corporation are a true and correct copy as amended, pursuant to Article XII thereof, by the membership at a duly called and noticed meeting of the members held on March 18, 1998 and recessed and adjourned to April 15, 1998. The amendments were adopted by the members and the number of votes cast for the amendment was sufficient for approval.

AMENDMENTS TO THE
ARTICLES OF INCORPORATION OF
WHITEHALL CONDOMINIUMS OF THE LANDS OF
THE PRESIDENT ASSOCIATION, INC.

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

98 JUN -9 PM 3:53
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not-for-profit, under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit, for the purpose and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" which are contained in the "Act" (as those terms are hereinafter defined), shall have the meaning of such terms set forth in such Act, and the following terms will have the following meanings:

* * *

K. "Condominium Declaration" means the Declaration of Condominium by which a Whitehall Condominium is submitted by Developer ~~(as hereinafter defined)~~ to the condominium form of ownership.

L. "Condominium Documents" means in the aggregate each Condominium Declaration, these Articles, the By-Laws of the Association, the "Recreational Covenants Agreement" (as hereinafter defined) and all of the instruments and documents referred to therein and executed in connection with a Whitehall Condominium.

M. "Condominium Property" means the real property and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with a Whitehall Condominium and which have been submitted to the condominium form of ownership by the Developer pursuant to the Act.

* * *

~~Q. "Recreational Covenants Agreement" means that certain Agreement to be recorded amongst the Public Records of Palm Beach County, Florida, whereby the "Recreation Area" within Whitehall Condominiums of the Lands of the President as therein described, are set aside by Developer for the benefit of the Association, the Apartment Owners, and other parties specified therein.~~

R-Q. "Whitehall Condominium" means a particular condominium in Whitehall Condominiums of the Lands of the President which is the subject of a particular Condominium Declaration.

S.R. "Whitehall Condominiums of the Lands of the President" means the name given to the planned residential development being developed in stages.

* * *

ARTICLE II

PLAN FOR DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. ~~Developer plans to Develop Whitehall Condominiums of the Lands of the President were developed~~ in stages on the property described as Tract B, Plat IV, The President Country Club, according to the plat thereof recorded in Plat Book 31 at Pages 107 to 112, inclusive, Public Records of Palm Beach County, Florida. ~~Developer intends that Whitehall Condominiums of the Lands of the President shall consist of fourteen (14) apartment buildings containing, in the aggregate, a maximum of three hundred thirty-six (336) apartments. It is intended that each apartment building will be submitted to condominium ownership as a separate Whitehall Condominium by the recording of a Condominium Declaration for that particular building and its appurtenances. As set forth in the Plan, Developer also intends to set aside a certain land area in Whitehall Condominiums of the Lands of the President and to was set aside for construction thereon of certain improvements for the use of Apartment Owners, which land area and improvements ("Recreation Area") are described in the Recreational Covenants Agreement. The Association shall ultimately be was conveyed ownership of the Recreational Areas Covenants Agreement. Developer further intends that easements were shall be established across, over, under and upon the Residential Property, including the Condominium Property of each Whitehall Condominium and the Recreation Area in order to provide means of ingress, egress and for other purposes for the convenience and benefit of Members of the Association, their family members, guests, licensees and invitees and other parties as set forth in the Recreational Covenants Agreement.~~

B. The Association shall be the condominium association responsible for the operation of each Whitehall Condominium, as well as all of Whitehall Condominiums of the Lands of the President, including the Recreation Area. Each Apartment Owner shall be a Member of the Association as provided in these Articles. ~~Developer and the Association shall enter into the Recreational Covenants Agreement and the Association shall ultimately be conveyed ownership of the Recreation Area as provided herein.~~

* * *

ARTICLE IV

MEMBERS

The qualification of Members, the manner of their admission to membership in the Association ("Membership"), the manner of the termination of such Membership, and voting by Members shall be as follows:

* * *

~~B. Once the first Whitehall Condominium is established by the recording of its Condominium Declaration, the Subscriber Members' rights and interests shall be automatically terminated and the Apartment Owners within that and all subsequent Whitehall Condominiums submitted to condominium ownership, which shall mean in the first instance the Developer as the owner of the Apartments, shall be entitled to exercise all of the rights and privileges of Members.~~

~~C. B. Membership in the Association shall be established by the acquisition of ownership of fee title to an Apartment in any Whitehall Condominium as evidenced by the recording of an~~

instrument of conveyance amongst the Public Records of Palm Beach County, Florida, whereupon the Membership of the prior Apartment Owner thereof, if any, shall terminate as to that Apartment. Where title to an Apartment is acquired by conveyance, ~~from a party other than Developer in the case of sale,~~ acquisition, inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring such Apartment shall not be a Member unless or until such acquisition is in compliance with Article XIV of the Condominium Declaration. New Apartment Owners shall deliver a true copy of the deed or other instrument of acquisition of title to the Association.

D-C. No Member may assign, hypothecate or transfer in any manner his Membership or his share in the funds and assets of the Association except as an appurtenance to his Apartment.

E-D. Membership in the Association shall be divided into classes ("Class Members") with the Apartment Owners of each Whitehall Condominium consisting a separate class. Each class shall be designated by the same designation used to denote that particular Whitehall Condominium. For example, Apartment Owners in Condominium 1 of Whitehall Condominiums of the Lands of the President are "Class 1 Members".

F-E. In the event a Whitehall Condominium is terminated in accordance with its Condominium Declaration, the former Apartment Owners in that Whitehall Condominium shall no longer be Members or Class Members of the Association.

G-F. With respect to voting, the following provisions shall apply:

1. Either the Membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs G.2. and G.3. immediately below. However, in any event, each Apartment shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Condominium Declaration and By-Laws.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Whitehall Condominium shall be voted upon only by the Class Members of that Whitehall Condominium and shall be determined by a majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the By-Laws); and

(b) Matters substantially pertaining to the Association or to Whitehall Condominiums of the Lands of the President as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the By-Laws).

3. Any decision as to whether a matter substantially pertains to a particular Whitehall Condominium for purposes of Class Member voting or to the Association or Whitehall Condominiums of the Lands of the President as a whole for purposes of Membership voting shall be determined solely by the Board, but any matter material to the Recreation Area cannot be allocated by the Board to the vote of other than the full Membership. Notwithstanding the foregoing, no action or resolution affecting a particular Whitehall Condominium which the Board determines to require the vote of the Membership shall be effective with regard to that particular Whitehall Condominium unless the Class Members of that Whitehall Condominium shall be given the opportunity to vote on said action or resolution.

4. The Membership shall be entitled to elect the Board as provided in Article IX of these Articles.

~~H-G.~~ There shall be only one (1) vote for each Apartment, and if there is more than one (1) owner with respect to an Apartment as a result of the fee interest in such Apartment being held by more than one (1) person, such owners collectively shall be entitled to only one (1) vote in the manner determined by the Condominium Declaration.

* * *

ARTICLE VII

OFFICERS

* * *

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. ~~The President shall be a Director of the Association, but no other officer need be a Director.~~ All officers shall be elected from among the members of the Board of Directors. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

* * *

ARTICLE IX

BOARD OF DIRECTORS

A. ~~The number of Directors on the first Board of Directors (the "First Board"), the "Initial Elected Board" (as hereinafter defined) and all Board elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be three (3).~~ The number of Directors elected by the "Purchaser Members" (as hereinafter defined) subsequent to the ~~Developer's Resignation Event~~, shall be as provided in Paragraph ~~F~~ C of this Article IX.

B. The names and addresses of the person who are to serve as the First Board are as follows:

NAME	ADDRESS
Clifford B. Burg	10358 Riverside Drive Palm Beach Gardens, FL 33410
Otto B. DiVosta	10358 Riverside Drive Palm Beach Gardens, FL 33410
William E. Shannon, Jr.	10358 Riverside Drive Palm Beach Gardens, FL 33410

~~Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.~~

~~C. Upon the conveyance by Developer to Apartment Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the number of Apartments in Whitehall Condominiums of the Lands of the President that will eventually be operated by the Association, the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at a special meeting of the Membership to be called by the Board for such purpose (the "Initial Election Meeting"). Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph D of this Article IX, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at such subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board.~~

~~D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur:~~

~~1. Three (3) years after the first sale by Developer of an Apartment contained in Whitehall Condominiums of the Lands of the President has been closed, which closing shall be evidenced by the recording of an instrument of conveyance of an Apartment to a Purchaser Member amongst the Public Records of Palm Beach County, Florida; or~~

~~2. One hundred twenty (120) days after sales by Developer of seventy percent (70%) of the Total Apartments contemplated to be contained in Whitehall Condominiums of the Lands of the President ("Total Apartments") have been closed, which closings shall be evidenced by the recording of instruments of conveyance of Apartments to each of such Purchaser Members amongst the Public Records of Palm Beach County, Florida; or~~

~~3. When all of the Total Apartments have been completed (as evidenced by the issuance of Certificate of Occupancy for all of same) and some have been sold to Purchaser Members and none of the others are being offered for sale by Developer in the ordinary course of business; or~~

~~4. When some of the Total Apartments have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by Developer in the ordinary course of business.~~

~~E. The election of not less than a majority of Directors by the Purchaser Member shall occur at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").~~

~~F. At the Majority Election Meeting, Purchaser Members shall elect two (2) of the Directors and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.~~

~~G. The Board shall continue to be so designated and elected, as described in Paragraph F above, at each subsequent Annual Members' Meeting, until the Annual Members' Meeting following the Developer's Resignation Event.~~

~~H. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within sixty (60) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of meeting shall be forwarded to all Members in accordance with the By-Laws. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.~~

~~I. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the Total Apartments for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event". Upon the Developer's Resignation Event, the Directors elected by Purchaser Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of Directors' designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified.~~

~~J.C. At each annual members' meeting, held subsequent to the year in which the Developer's Resignation Event occurs, all of the Directors shall be elected by the members, and upon the affirmative vote of a majority of the Board, the Board may be expanded to not greater than nine (9) Directors.~~

~~K. The resignation of a Director who has been elected or designated by Developer and the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action and actions, cause and cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign of the Association or Purchaser Member hereinafter can, shall or may have against said officer or Director for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation.~~

~~L. The Association, prior to the Majority Election Meeting, shall not be bound either directly or indirectly to any contract or lease (including a management contract), unless there is a right of termination and without penalty upon not more than ninety (90) days notice to the other party thereto.~~

* * *

ARTICLE XII

AMENDMENTS

* * *

B. After the recording of the first Condominium Declaration amongst the Public Records of Palm Beach County, Florida, these Articles may be amended in the following manner:

* * *

2. A resolution approving the proposed amendment may be first passed by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Membership must be by a vote of a

majority of the entire membership of the Association —Members present at a meeting of the Membership at which a quorum is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum is present.

* * *

E. — Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent therefor by Developer.

* * *

WITNESS my signature hereto this 27 day of May, 1999, at West Palm Beach, Palm Beach County, Florida

WHITEHALL CONDOMINIUMS OF THE LANDS OF THE PRESIDENT ASSOCIATION, INC.

Ronald D. Golombewski BY: Theodore L Kowalski (SEAL)
Witness President Theodore Kowalski
Harriet Gray ATTEST: Nathan D. Levin (SEAL)
Witness Secretary NATHAN D. LEVIN

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 27 day of May 1999, by Theodore L Kowalski and Nathan D. Levin, as President and Secretary, respectively, of Whitehall Condominiums of the Lands of the President Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced Personally Known as identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

Lawrence Franklin (Signature)
LAWRENCE FRANKLIN (Print Name)
Notary Public, State of Florida at Large



Lawrence Franklin
MY COMMISSION # CC502716 EXPIRES
October 17, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

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