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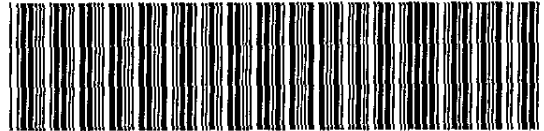
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TALLAHASSEE, FLORIDA

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Reply To:  
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June 24, 2003

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

**RE: Whisper Walk Section B Association, Inc.**

Dear Sir/Madam:

Enclosed herein please find an **original** and **one copy** of a Certificate of Amendment to the Articles of Incorporation of **Whisper Walk Section B Association, Inc.**, as well as a check in the amount of **\$43.75** 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

235813\_1

**CERTIFICATE OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION OF  
WHISPER WALK SECTION B ASSOCIATION, INC.**

The undersigned officers of **Whisper Walk Section B 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 13 thereof, by the membership at a duly called and noticed meeting of the members held **February 17, 2003**. 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  
WHISPER WALK SECTION B ASSOCIATION, INC.**

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

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**ARTICLE 4. POWERS**

The Association shall have the following powers which shall be governed by the following provisions:

\* \* \*

4.3 The Association shall have all the powers reasonably necessary to implement the purposes of the Association, including but not limited to, the following:

4.3.1 to make, establish and enforce reasonable rules and regulations governing the Section Property, as well as the property of each Section B Condominium:

\* \* \*

**ARTICLE 10. BOARD OF DIRECTORS**

10.1 ~~The number of Directors on the First Board, the Initial Elected Board and all Boards elected prior to the Annual Members' Meeting following the Developer's Resignation Event shall be three (3). The number of Directors elected by the Purchaser Members subsequent to the Initial Elected Board shall be as provided in Paragraphs 10.6 and 10.10 below.~~ Directors must be Members of the Association or the spouse or parent of a Member and reside in the Unit owned by the Member.

10.2 The names and addresses of the persons who are to serve as the First Board are as follows:

NAME	ADDRESS
JoAnn Levy	1151 NW 24th Street Pompano Beach, Florida 33064
Merle D'Addario	1151 NW 24th Street Pompano Beach, Florida 33064
Patricia Pfund	1151 NW 24th Street Pompano Beach, Florida 33064

~~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.~~

~~10.3 Upon the conveyance by Developer to Purchaser Members of fifteen percent (15%) or more of the Dwelling Units in the first Section B Condominium (as evidenced by the recordation of deeds), the Purchaser Members shall be entitled to elect one third (1/3) of the Board, which election shall take place at 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 Election Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph 10.4 below, 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 Election Board. The Directors shall continue to be so designated and elected at each 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. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph 10.3.~~

~~10.4 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:~~

~~(i) Three (3) years after sales by Developer of fifty percent (50%) of the Total Dwelling Units have been "closed" (as hereinafter defined); or~~

~~(ii) Three (3) months after sales by Developer of ninety percent (90%) of the Total Dwelling Units have been closed; or~~

~~(iii) Five (5) years after the sale by Developer of the first Dwelling Unit in Section B has been closed; or~~

~~(iv) When all of the Total Dwelling Units have been completed (as evidenced by the issuance of certificates of occupancy for all of same) and some have been sold to Purchaser Members and none of the others is being offered for sale by Developer in the ordinary course of business; or~~

~~(v) When some of the Total Dwelling Units have been conveyed to Purchaser Members and none of the others is being constructed or offered for sale by Developer in the ordinary course of business; or~~

~~(vi) When Developer, as Developer, has the right to do at any time upon written notice to the Association, relinquishes its right to designate a majority of the Board.~~

~~The term "closed" shall mean the recording of an instrument of conveyance to a Purchaser Member amongst the Public Records of the County.~~

~~10.5 The election of not less than a majority of Directors by the Purchaser members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").~~

~~10.6 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; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by the Act, notwithstanding the occurrence of the Developer's Resignation Event or the Majority Election Meeting.~~

~~10.7 The Board shall continue to be so designated and elected, as described in Paragraph 10.6 above, at each subsequent Annual Members' Meeting, until the Annual Members' Meeting following the Developer's Resignation Event; provided, however, nothing herein contained shall restrict Developer's right to exercise at any time the Voting Interests of its Dwelling Units for the election of any Director if the exercise of such voting rights is not proscribed by the Act.~~

~~10.8 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 Bylaws; provided, that the Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. 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.~~

~~10.9 Developer shall be required to cause all its designated Directors to resign when Developer no longer holds at least five percent (5%) of the Total Dwelling Units for sale in the ordinary course of business; however, 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." In the event Developer's Resignation Event occurs after the Majority Election Meeting, then upon receipt of the resignation of Developer's designated Directors, the Directors elected by Purchaser Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified. If upon the Developer's Resignation Event the Majority Election Meeting has not occurred, then prior to the resignation of the Directors appointed by Developer, the Directors shall cause the Majority Election Meeting to be held in accordance with the Bylaws to elect successor Directors for the Directors appointed by Developer, which successor Directors will serve until the next Annual Members' Meeting and until their successors are elected and qualified.~~

~~10.10~~ 10.3 At each Annual Members' Meeting held subsequent to the year...

~~10.11 The resignation of a Director who has been elected or designated by Developer, or 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 causes 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 demand whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign or the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever through the day of such resignation.~~

10.4 The procedure for electing members of the Board of Directors shall be as provided for in the Bylaws and as provided for in the Condominium Act and Florida Administrative Code, as same may be amended from time to time.

\* \* \*

## ARTICLE 12. BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the votes of Members represented in person or by proxy at an Annual Members'

~~Meeting or special meeting of the Members and the approval of two thirds (2/3) of the Board present at a regular or special meeting of the Board.~~

## ARTICLE ~~13~~ 12. AMENDMENTS

~~13.1~~ 12.1 For so long as Developer is the only Member of the Association...

~~13.2~~ 12.2 After the Association has Members other than Developer, these Section Articles may be amended by either of the following methods:

~~13.2.1~~ 12.2.1 The following process:

~~13.2.1.1~~ 12.2.1.1 The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting; and

~~13.2.1.2~~ 12.2.1.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members ("Required Notice"); and

~~13.2.1.3~~ 12.2.1.3 At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the Voting Interests of all Members of the Association, ~~entitled to vote thereon unless any class of Members is entitled to vote thereon as a class pursuant to Section 5 and/or Section 13.2 hereof, in which event the proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon; or~~

~~13.2.2~~ 12.2.2 An amendment may be adopted by a written statement...

~~13.3~~ ~~The Developer Class shall be entitled to vote as a class on all amendments made pursuant to Paragraph 13.2 above.~~

~~13.4~~ 12.3 No amendment may be made to the Section Articles which shall in...

~~13.5~~ 12.4 A copy of each amendment shall be certified by the Secretary of...

~~13.6~~ 12.5 Notwithstanding the foregoing provisions of this Article ~~13~~ 12, there shall be no amendment to these Section Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article 10 hereof, without the prior written consent therefor by Developer nor shall there be any amendment to these Section Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Dwelling Unit or of any "Institutional Mortgagee" (as defined in the Replat Declaration).

## ARTICLE 14 13. MEMBERSHIP IN THE CORPORATION

The Association shall not serve as an "Association Member" of Whisper Walk Association, Inc. ("Corporation") as described in the Articles of Incorporation of the Corporation, but shall instead be represented by the representative(s) selected and the Governor(s) designated by the Association to concurrently represent the interests of members of the Association at all meetings of the Corporation and of the Board of Governors therefor.

ARTICLE 45 14. REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1151 NW 24th Street, Pompano Beach, Florida 33064 and the initial registered agent of the Association at that address shall be Merle D'Addario, who shall also be registered agent.

\* \* \* \* \*

WITNESS my signature hereto this 12 day of may, 2003, at Boca Raton, Palm Beach County, Florida.

WHISPER WALK SECTION B ASSOCIATION, INC.

*[Handwritten Signature]*

Witness

BY: *Lee Landau* (SEAL)

President

*Bernice Jordenberg*

Witness

ATTEST: *Leue Deber* (SEAL)

Secretary

*1st V. Pres.*

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 12 day of may, 2003, by *Lee Landau* and *[Signature]*, as *[Signature]* and *[Signature]*, respectively, of Whisper Walk Section B Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced *DR. License* as identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

*Tina R Kipnis* (Signature)

*TINA R KIPNIS* (Print Name)

Notary Public, State of Florida at Large

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