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June 6, 2000

**CORPORATE RECORDS BUREAU
DIVISION OF CORPORATIONS**

Department of State
P.O. Box 6327
Tallahassee, FL 32301

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-06/09/00--01071--006
*****43.75 *****43.75

**RE: Whisper Walk Section A 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 **Whisper Walk Section A 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,

PETER C. MOLLENGARDEN
For the Firm

PCM/dj
Enclosures

cc: Board of Directors,
Whisper Walk Section A Association, Inc.
172142_1

FILED
00 JUN -9 PM 4:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend

T. LEWIS JUN 14 2000

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

FILED
00 JUN -9 PM 4:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned officers of Whisper Walk Section A 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 March 22, 2000. The amendment adopted by the members and the number of votes cast for the amendment was sufficient for approval.

(SEE ATTACHED HERETO)

WITNESS my signature hereto this 3RD day of JUNE, 2000, at Boca Raton, Palm Beach County, Florida.

WHISPER WALK SECTION A ASSOCIATION,
INC.

Elsie Eisen
Witness
ELSE EISEN

BY: Clare Feldman (SEAL)
President

Muriel Lerner
Witness
MURIEL LERNER

ATTEST: Ruth Furman (SEAL)
Secretary

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

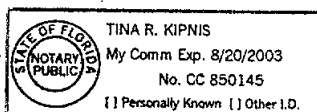
The foregoing instrument was acknowledged before me this 3RD day of JUNE 2000, by CLARE FELDMAN and RUTH FURMAN, as PRESIDENT and SECRETARY, respectively, of Whisper Walk Section A Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced XXXXX 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

171787_1



ARTICLES OF INCORPORATION

OF

WHISPER WALK SECTION A ASSOCIATION, INC.

(A Florida Corporation Not-For-Profit)

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 purposes 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 of Incorporation which are contained in the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended from time to time through the date of filing of the "Section A Documents" (as hereinafter defined) with the ~~Division of Florida Land Sales and Condominiums~~ ("Act"), shall have the meaning of such terms set forth in such Act, and the following terms will have the following meanings:

A. "Dwelling Unit" means "unit" as described in the Act and is that portion of the "Condominium Property" within a "Section A Condominium" (as such terms are hereinafter defined) which is subject to exclusive ownership.

B. "Owner" means "unit owner" as defined in the Act and is the owner of a Dwelling Unit. An Owner shall not, solely by the purchase of a Dwelling Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Section A Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

C. "Developer" means Oriole-Boca, Inc., a Florida corporation, its successors and assigns. ~~An Owner shall not, solely by the purchase of a Dwelling Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Section A Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.~~

D. "Association" means Whisper Walk Section A Association, Inc., a Florida corporation not-for-profit, organized to administer "Section A" (as hereinafter defined) and having as its members the Owners.

E. "Association Articles" means this document.

- F. "Association Bylaws" means the Bylaws of the Association.
- G. "Condominium Declaration" means the Declaration of Condominium by which a Section A Condominium is submitted by Developer to the condominium form of ownership.
- H. "Section A Documents" means in the aggregate each Condominium Declaration, the Association Articles and Association Bylaws, the "Replat Declaration" (as hereinafter defined) and all of the instruments and documents referred to therein and executed in connection with a Section A Condominium.
- I. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended ~~to the date of filing the Section A Documents with the Division of Florida Land Sales and Condominiums.~~ from time to time.
- J. "Association Board" means the Board of Directors of the Association.
- K. "Association Director" means a member of the Association Board.
- L. "Declaration" means that certain Declaration of Protective Covenants and Restrictions for Whisper Walk ~~to be~~ recorded amongst the Public Records of Palm Beach County, Florida ("County") in Official Records Book 3943 at Page 0020.
- M. "Association Property" means such portions of the "Nonresidential Property" within Section A as are dedicated to the Association in a "Replat" (as such terms are defined in the Declaration) or ~~to be~~ conveyed to the Association pursuant to the Replat Declaration. ~~For clarification, Association Property also does not include the~~ "Section A Recreation Area" (as that term is defined in the Replat Declaration) which has been conveyed to the Association.
- N. "Section A Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Section A Documents and includes, but is not limited to:
1. "Common Expenses" which are those expenses incurred or to be incurred by the Association with respect to the operation, administration, maintenance, repair or replacement of the Condominium Property under the provisions of any Condominium Declaration; and
 2. "Association Expenses" which means and includes the costs and expenses described in the Section A Documents as such and includes those incurred by the Association in administering, operating, reconstructing, maintaining, repairing and replacing the Association

Property as well as all property for which the Association has such obligations as set forth in the Section A Documents or as may be set forth on a Section A Plat including, but not limited to, the "Section A Recreation Area," "Grassed Areas," "Drives" and "Parking Areas" (as those terms are defined in the Replat Declaration) or any portions of any of the foregoing or any improvements constructed thereon.

O. "Condominium Property" means the land which has been submitted to condominium ownership pursuant to a Condominium Declaration and all improvements thereon.

P. "Replat Declaration" means that certain Replat Declaration for Section A of Whisper Walk ~~to be~~ recorded amongst the Public Records of the County.

Q. "Section A" means Parcels 6 and 7 of the BOUNDARY PLAT OF WHISPER WALK, as recorded in Plat Book 43 at Pages 189-191 of the Public Records of the County.

R. "Section A Condominium" means a particular condominium in Section A which is the subject of a particular Condominium Declaration and which is constructed upon "Residential Property" (as defined in the Declaration).

S. "Whisper Walk" means the multiphased, planned community known as "Whisper Walk" ~~planned for development~~ as more particularly described in the Declaration.

T. "Member" means member of the Association.

U. "Agreement for Operating Section A Leasehold Interest" means the agreement pursuant to which the Association shall be required to operate and administer the Section A Recreation Area for the Members.

V. "Long Term Recreation Lease" or "Lease" means the several documents whereby certain real property and the facilities located or to be located thereon, as more particularly described therein, are leased to each Member, the form of which is attached to the Agreement for Section A Leasehold Interest.

W. "Corporation" shall mean and refer to the Whisper Walk Association, Inc.

ARTICLE I

NAME

The name of this corporation shall be WHISPER WALK SECTION A ASSOCIATION, INC., whose present address is ~~1151 N. W. 24th Street, Pompano Beach, Florida 33064.~~ 18967 Moonwind Drive, Boca Raton, Florida 33496.

ARTICLE II

PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Statement of the Plan of Development.

1. Developer ~~is was~~ the owner in fee simple of certain real property located in the County, more particularly described in the Replat Declaration as "Section A." Developer has established the plan set forth in this Article II for the development of Section A ("Plan"). Developer ~~intends to constructed~~ upon Section A ~~a maximum of~~ three hundred thirty-two (332) Dwelling Units ("Total Dwelling Units") and certain other improvements and ~~to submitted~~ the same to condominium ownership. ~~It is intended that~~ Each building within which Dwelling Units are located ("Building") will be has been submitted to condominium ownership as a separate Section A 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 Section A, ~~and to construct thereon~~ contains certain improvements for the use of Owners, which land area and improvements ("Section A Recreation Area") are described in the Replat Declaration. The Section A Recreation Area shall be leased to the members on a nonexclusive basis pursuant to the Lease and operated and maintained by the Association pursuant to the Agreement for Operating Section A Leasehold Interest. The Section A Recreation Area has been purchased by the Association from the Developer and the interests of the Developer, as lessor, under the Lease with respect to the Section A Recreation Area have been assigned to the Association. The balance of Section A (being all of Section A other than the Residential Property and the Section A Recreation Area) also includes land areas which are comprised of "Grassed Areas", "Parking Areas" and "Drives", all as described in the Replat Declaration and collectively referred to as the "Association Property." The Association ~~shall ultimately be was~~ conveyed ownership of the Association Property as provided in Paragraph ~~DE.~~ of Article III of the Replat Declaration. ~~Developer further intends that~~ Easements shall be have been established across, over, under and upon the Residential Property, including the condominium property of each Section A Condominium, the Section A Recreation Area and the Association Property 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 Replat Declaration.

B. Purpose of the Association

The purpose for which this Association is organized is to maintain, operate and manage all of Section A, including the Section A Condominiums, the Section A Recreation Area and all Association Property and to operate, lease, trade, sell and otherwise deal with the personal and real property thereof.

C. Membership in the Corporation

The Association shall also be an "Association Member" of Whisper Walk Association, Inc. ("Corporation") as described in the Articles of Incorporation of the Corporation. The Corporation has been organized for the purpose of administering the covenants and obligations relating to certain land areas in Whisper Walk ("Corporation Property"), the use of which is shared by all owners at Whisper Walk as set forth in the Declaration. All Members of the Association acquire the benefits as to use of the Corporation Property, the "Central Recreation Area" and the obligation to pay "Operating Expenses" (all as described in the Declaration).

ARTICLE III

POWERS

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

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of the Section A Documents or the Act.

B. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to, the following:

(1) to make, establish and enforce reasonable rules and regulations governing the Section A Condominiums and the use of Dwelling Units therein, other Condominium Property, the Section A Recreation Area, and the Association Property;

(2) to enter into the Agreement for Operating Section A Leasehold Interest and carry out its undertakings with regard to the Section A Recreation Area;

(3) to make, levy, collect and enforce assessments against Owners to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Section A Condominiums, the Section A Recreation Area, and the Association Property and the payment of Section A Operating Expenses in the manner provided in the Section A Documents, the Agreement for Operating Section A Leasehold Interest, and the Act and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association;

(4) to maintain, repair, replace and operate the Condominium Property of each of the Section A Condominiums, the Section A Recreation Area and all Association Property in accordance with the Section A Documents, the Agreement for Operating Section A Leasehold Interest, and the Act;

(5) to reconstruct improvements of the Condominium Property of each of the Section A Condominiums, the Section A Recreation Area, and any Association Property in the event of casualty or other loss;

(6) to enforce by legal means the provisions of the Section A Documents and the Agreement for Operating Section A Leasehold Interest;

(7) to employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation and management of the Condominium Property of each of the Section A Condominiums, the Section A Recreation Area, and the Association Property, and to enter into any other agreements consistent with the purposes of the Association and the Act, including, but not limited to, an agreement as to the management of the Section A Condominiums, the Section A Recreation Area, and/or the Association Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs are Section A Operating Expenses; and

(8) to become and continue to be an Association Member of the Corporation and to perform the functions and discharge the duties incumbent upon such membership, and further, to delegate to persons or entities selected by the Association Board the functions of representing the Association at the membership meetings of the Corporation, and to collect and transmit to the Corporation assessments duly levied thereby;

(9) to borrow money and to pledge as security or collateral therefore any personal property (including, without limitation, assessment income) of the

Association; provided that real property owned by the Association may only be mortgaged in accordance with the provisions of the Act.

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:

~~_____ A. _____ Until such time as the first Section A Condominium is submitted to condominium ownership by the recordation of a Condominium Declaration, the Membership of this Association shall be comprised solely by the Subscribers ("Subscriber Members") to these Association Articles and, in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the Membership.~~

~~_____ B. _____ Once the first Section A Condominium is submitted to condominium ownership by the recordation of a Condominium Declaration, the Subscriber Members' rights and interests shall be automatically terminated and the Owners within the first Section A Condominium, which shall mean in the first instance Developer as the owner of the Dwelling Units, shall be entitled to exercise all of the rights and privileges of Members.~~

~~_____ C.A. _____~~ Membership in the Association shall be established by the acquisition of ownership of fee title to a Dwelling Unit in a Section A Condominium as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County, whereupon the Membership of the prior Owner thereof shall terminate as to that Dwelling Unit. Where title to a Dwelling Unit 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 Dwelling Unit shall not be a Member unless or until such acquisition is in compliance with Article XIII of the Replat Declaration. New Owners shall deliver a true copy of the deed or other instrument of acquisition of title to the Association.

~~D.B.~~ 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 Dwelling Unit.

~~E.C.~~ Membership in the Association shall be divided into classes ("Class Members") with the Dwelling Unit Owners in each Condominium constituting a separate class. Each class shall be designated by the same number used to denote that particular Condominium. For example, Dwelling Unit Owners in Condominium 1 of Section A of Whisper Walk are "Class 1 Members."

~~F.D.~~ In the event a Section A Condominium is terminated in accordance with its Condominium Declaration, the former Owners in the Section A Condominium shall no longer be Members of the Association.

~~G.E.~~ With respect to voting, the following provisions shall prevail:

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.E.2.~~ and ~~G-3.E.3.~~ immediately below. However, in any event there shall be only one (1) vote for each Dwelling Unit, which vote shall be exercised and cast in accordance with the Replat Declaration and Association Bylaws, and if there is more than one (1) owner with respect to a Dwelling Unit as a result of the fee interest in such Dwelling Unit 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 Replat Declaration.

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

(a) Matters substantially pertaining to a particular Condominium shall be voted upon only by the Class Members of that 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 Bylaws); and

(b) Matters substantially pertaining to the Association or to Section A 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 Bylaws).

3. Any decision as to whether a matter substantially pertains to a particular Condominium for purposes of Class Member voting or to the Association or Section A as a whole for purposes of Membership voting shall be determined solely by the Board, but any matter material to any Association Property 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 Condominium which the Board determines to require the vote of the Membership shall be effective with regard to that particular

Condominium unless the Class Members of that Condominium shall be given the opportunity to vote on said action or resolution.

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

ARTICLE V

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI

SUBSCRIBERS

The names and addresses of the Subscribers to these Association Articles are as follows:

NAME	ADDRESS
Richard D. Levy	1151 N. W. 24th Street Pompano Beach, Florida 33064
Peter Schwab	1151 N. W. 24th Street Pompano Beach, Florida 33064
Antonio Nunez	1151 N. W. 24th Street Pompano Beach, Florida 33064

ARTICLE VII

OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Association Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Association Board.

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 Association Board shall from time to time determine appropriate. Such officers shall be elected annually by the Association Board at the first meeting of the

Association Board following the "Annual Members' Meeting" (as described in Section 3.2 of the Association Bylaws); provided, however, such officers may be removed by such Association Board and other persons may be elected by the Association Board as such officers in the manner provided in the Association Bylaws. The President shall be a member of the Association Board ("Director") of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of the 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 VIII

FIRST OFFICERS

~~_____~~ The names of the officers who are to serve until the first election of officers by the Association Board are as follows:

_____ President	Robert Young
_____ Vice President	Richard D. Levy
_____ Secretary	Antonio Nunez
_____ Treasurer	Antonio Nunez

ARTICLE IX VIII

BOARD OF DIRECTORS

A. ~~The number of Directors on the first Association Board ("First Board"), the "Initial Elected Board" (as hereinafter defined), and all Association Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as that term is described in Paragraph I. of this Article IX) shall be three (3). The number of Directors elected by the Members of the Association and the procedure for the election thereof "Purchaser Members" (as hereinafter defined) subsequent to the Initial Elected Board, shall be as provided in the Bylaws and Paragraphs F. and J. B. of this Article IXVIII. Notwithstanding any provisions in the Section A Documents to the contrary, Directors need not be Members of the Association, except as provided in Section 4.1 of the Bylaws.~~

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

NAME	ADDRESS
Richard D. Levy	1151 N. W. 21st Street

Pompano Beach, Florida 33064

Robert Young

1151 N. W. 21st Street
Pompano Beach, Florida 33064

Antonio Nunez

1151 N. W. 21st 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.

~~C. Upon the conveyance by Developer to Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the total Dwelling Units in the first Section A Condominium, the Purchaser Members shall be entitled to elect one-third (1/3) of the Association Board, which election shall take place at a special meeting of the Membership to be called by the Association Board for such purpose ("Initial Election Meeting"). Developer shall designate the remaining Directors on the Association 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 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 Association 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 Association Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph C.~~

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

~~1. Three (2) years after sales by Developer of fifty percent (50%) of the Total Dwelling Units have been "closed" (as hereinafter defined); or~~

~~2. Three (3) months after sales by Developer of ninety percent (90%) of the Total Dwelling Units have been closed; or~~

~~3. Five (5) years after the sale by Developer of the first Dwelling Unit in Whisper Walk has been closed; or~~

~~4. 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 are being offered for sale by Developer in the ordinary course of business; or~~

~~5. When some of the Total Dwelling Units 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; or~~

~~6. 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 Association Board.~~

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

~~E. 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 Association Board for such purpose ("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 Association 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 Association 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 Association Bylaws; provided, however, 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.~~

~~I. Developer shall cause all of 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 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 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 call the Majority Election Meeting in accordance with the Association Bylaws and the Act to elect successor Directors for the Directors appointed by Developer who will serve until the next Annual Members' Meeting and until their successors are elected and qualified.~~

~~J.B.~~ At each Annual Members' Meeting beginning in March, 1988, the term of office for the Directors shall be two (2) years (except as otherwise provided in the Bylaws). The number of Directors and procedure for election shall be provided by the Bylaws of the Association. All of the Directors shall be elected by the Members unless otherwise provided by the Bylaws.

~~K. 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 demands whatsoever, in law or in equity, which the Association or Purchaser Members had, how 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.~~

ARTICLE XIX

INDEMNIFICATION

To the greatest extent allowed by law, Every Director and every officer and committee member of the Association (and the Directors and/or officers and committee(s) as a group) shall be indemnified by the Association against all expenses and

liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer or committee member of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer or committee member at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Association Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer or committee member admits or is adjudged guilty of willful misfeasance or malfeasance or a criminal act or omission in the performance of his duties, the indemnification provisions of these Association Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer or committee member may be entitled whether by statute or common law.

ARTICLE ~~XI~~ X

BYLAWS

The Bylaws of the Association shall ~~be~~ were 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 Members present, in person or by proxy, at an Annual Members' Meeting or special meeting of the Membership at which a quorum is established and the affirmative approval of a majority of the entire Association Board at a regular or special meeting of the Association Board.

ARTICLE ~~XII~~ XI

AMENDMENTS

A. ~~Prior to the recording of a Condominium Declaration amongst the Public Records of the County, these Association Articles may be amended only by a majority vote of the Association Board evidenced by an instrument in writing signed by the President or Vice President and Secretary or Assistant Secretary and filed with the Secretary of State of the State of Florida. The instrument amending these Association Articles shall identify the particular Article or Articles being amended and give the exact language and date of adoption of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Association Articles and shall be an exhibit to the Replat Declaration, upon the recording of such Replat Declaration.~~

~~B. After the recording of a Condominium Declaration amongst the Public Records of Palm Beach County, Florida, t~~These Association Articles may be amended by any of the following methods:

1. The following process:

(a) The Association 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 or a special meeting.

(b) 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 Association Bylaws for the giving of notice of meetings of Members ("Required Notice").

(c) At such meeting a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all the Members present, in person or by proxy, provided a quorum has been established. Any number of amendments may be submitted to the Members and voted upon by them at one meeting; or

2. The Members may amend these Association Articles at a meeting for which the Required Notice of the meeting and the proposed amendment has been given without action by the Association Board; or

3. An amendment may be adopted by a written statement signed by all Association Directors and a majority of all Members setting forth their intention that an amendment to the Association Articles be adopted.

~~C. All proposed amendments shall be approved by the "Lead First Mortgagee" (as defined in the Replat Declaration).~~

~~D.C.~~ No amendment may be made to the Association Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Section A Documents.

~~E.D.~~ A copy of each amendment shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records of Palm Beach County, Florida, and no amendment to these Association Articles shall be effective until it has been so recorded.

~~F.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 Association Directors as provided in Article IX hereof, without the prior written consent therefor by Developer nor shall there be any amendment to these Association Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Dwelling Unit.~~

ARTICLE ~~XIII~~ XII

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is was 1151 Northwest 24th Street, Pompano Beach, Florida 33064 and the initial registered agent of the Association at that address ~~shall be~~ was Richard D. Levy, ~~who shall also be registered agent.~~ The Board of Directors may from time to time change the registered office and registered agent of the Association in accordance with applicable law.

ARTICLE ~~XIV~~ XIII

DISSOLUTION

In the event of dissolution or final liquidation of the Association, the assets utilized in connection with the surface water management system, both real and personal, of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes of nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to Section A unless made in accordance with the provisions of such covenants and deeds.

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