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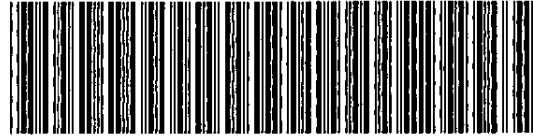
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AND
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MAR 21 2012

XUJIEWEI T.



Bank of America Centre
625 N. Flagler Drive, 7th Floor
West Palm Beach, Florida 33401
Phone: (561) 655-5444 Fax: (561) 832-8987

ADMINISTRATIVE OFFICE
3111 STIRLING ROAD
FORT LAUDERDALE, FL 33312
954.987.7550

WWW.BECKER-POLIAKOFF.COM
BP@BECKER-POLIAKOFF.COM

March 15, 2012

Reply To:
West Palm Beach
Kenneth S. Direktor, Esq.
Direct dial: (561) 820-2880
KDirektor@becker-poliakoff.com

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

RE: Walnut Creek Community 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 **Walnut Creek Community 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

ACTIVE: 3754516_1

FLORIDA OFFICES
FORT MYERS
FORT WALTON BEACH
HOLLYWOOD
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RED BANK, NEW JERSEY
PRAGUE, CZECH REPUBLIC

*by appointment only

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
WALNUT CREEK COMMUNITY ASSOCIATION, INC.**

The undersigned officers of **Walnut Creek Community 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 12 thereof, by the membership at a duly called and noticed meeting of the members held February 15, 2012. The amendments were adopted by the members and the number of votes cast for the amendments was sufficient for approval.

**AMENDMENTS TO THE
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
WALNUT CREEK COMMUNITY ASSOCIATION, INC.**

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

12 MAR 20 AM 9:18
SECRETARY OF 1911
TALLMANSVILLE, MISSISSIPPI

APPROVED
AND
FILED

* * *

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration ~~and Club Covenants~~, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration, these Articles, and the By-Laws, ~~and Club Covenants~~.

* * *

~~7.5 To do all acts and make all payments required by the Club Covenants.~~

~~7.6 To purchase the Club by majority Board action as provided in the Club Covenants without the joinder or consent of the Owners or any other party.~~

~~7.7~~ 7.5 To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including but not limited to the Common Areas) in connection with the functions of Association except as limited by the Declaration.

~~7.8~~ 7.6 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

~~7.9~~ 7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of the Common Areas to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines and subject only to requirements in the Declaration, if any.

~~7.10~~ 7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

~~7.14~~ 7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, the Common Areas, Lots and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

~~7.12~~ 7.10 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

~~7.13~~ 7.11 To employ personnel and retain independent contractors to contract for management of Association and the Common Areas ~~and the Club (if Association shall ever be appointed Club Manager or purchase the Club pursuant to the Club Covenants)~~ as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

~~7.14~~ 7.12 To contract for services to be provided to, or for the benefit of, Association, ~~Club Owner~~, Owners, the Common Areas, and Walnut Creek ~~and the Club~~ as provided in the Declaration, ~~and Club Covenants~~ such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.

~~7.15~~ 7.13 To establish committees and delegate certain of its functions to those committees.

~~7.16~~ 7.14 To hold all funds and property owned or acquired by the Association in the name of the Association for the benefit of its members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

* * *

9. Board of Directors. The affairs of Association shall be managed by a Board of ~~odd number with not less than three (3) nor more than seven (7) members. The initial number of Directors shall be three (3). Prior to the Turnover Date, the number of~~

~~Directors will be three (3). After the Turnover Date, the number of Directors shall not exceed seven (7) and t~~ The Board shall be composed of one Member of each of the Neighborhoods in Walnut Creek Community. ~~After the Turnover Date, t~~ The Owners in each Neighborhood shall vote at the annual members meeting for the Board of Director member who will represent such Neighborhood, as further stated in the By-Laws. The election of Directors shall be held at the annual meeting of the members. Directors shall be elected for a term expiring on the date of the next annual meeting.

* * *

12. Amendments.

* * *

~~12.2 Amendments Prior to the Turnover Date. Prior to the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.~~

~~12.3 12.2 Approval of Amendments After the Turnover Date. After the Turnover Date, but s~~ Subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of two-thirds (66 2/3%) of the Board.

* * *

~~17. HUDVA Approval. Annexation of additional property into Walnut Creek Community other than as contemplated by the Declaration, mergers, consolidations, mortgaging or dedication of the Common Areas, dissolution of the Association and any amendment of these Articles which materially affects the rights of Owners shall require the prior approval of HUD and/or V.A., as applicable, at any time there is a Class B membership.~~

* * * * *

[Signature page to follow]

WITNESS my signature hereto this 9th day of March 2012, at Pembroke Pines, Broward County, Florida.

[Signature]
Witness

BY: William H. Marshall (SEAL)
President

Calvin Danc
Witness

ATTEST: Betty A. Ross (SEAL)
Secretary

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 9th day of March 2012, by William Marshall and Betty Ross, as President and Secretary, respectively, of Walnut Creek Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

Cathy D. Deckert (Signature)

Cathy D. Deckert (Print Name)

Notary Public, State of Florida at Large



CATHY D. DECKERT
MY COMMISSION # EE 142500
EXPIRES: November 7, 2015
Bonded Thru Budget Notary Services

ACTIVE: 3709907_1

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
WALNUT CREEK COMMUNITY ASSOCIATION, INC.**

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(Additions shown by "underlining",
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* * *

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
12 MAR 20 AM 9:18

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AND
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~~***~~

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~~* * * * *~~

[Signature page to follow]

WITNESS my signature hereto this 9th day of March 2012, at Pembroke Pines, Broward County, Florida.

[Signature]
Witness

BY: [Signature] (SEAL)
President

[Signature]
Witness

ATTEST: [Signature] (SEAL)
Secretary

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 9th day of March 2012, by William Marshall and Betty Ross, as President and Secretary, respectively, of Walnut Creek Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

[Signature] (Signature)
Cathy D. Deckert (Print Name)
Notary Public, State of Florida at Large



ACTIVE: 3709907_1