

RETURN TO:

LEE H. BURG, ESQ.

Becker & Pollakoff, P.A.

450 Australian Avenue So., 7th Floor
West Palm Beach, FL 33401-5034

JAN-14-1991 03:50PM 91-011600

ORB 6700 Pg 298

CERTIFICATE OF AMENDMENT TO
THE BY-LAWS, AN EXHIBIT OF THE
REPLAT DECLARATION FOR
WHISPER WALK SECTION A ASSOCIATION, INC.

WHEREAS, the Replat Declaration for SECTION A OF WHISPER WALK has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 3944 at Page 1843; and

WHEREAS, the By-Laws of WHISPER WALK SECTION A ASSOCIATION, INC., are attached as an exhibit to said Replat Declaration; and,

WHEREAS, at a duly called and noticed meeting of the membership of WHISPER WALK SECTION A ASSOCIATION, INC., a Florida not-for-profit corporation, held on DECEMBER 14, 1990 the aforementioned Replat Declaration and By-Laws were amended pursuant to the provisions of said Replat Declaration and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the amendments to the Replat Declaration and By-Laws, attached as Exhibit "A" hereto, are a true and correct copy of the amendments to the Replat Declaration and By-Laws, as amended by the membership.

WITNESS my signature hereto this 9TH day of JANUARY, 1991, at Boca Raton, Palm Beach County, Florida.

WHISPER WALK SECTION A ASSOCIATION,
INC.

By: Thomas J. Aven President

Attest: Marsha Welner Secretary

Witness

Witness

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this day before me personally appeared THOMAS J. AVEN and MARSHA WELNER, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at Boca Raton, Palm Beach County, Florida this 9TH day of JAN, 1991.



Edwin Pems
Notary Public, State of
Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 13, 1994
BONDED THRU GENERAL INS. UND.

Exhibit "A"

AMENDMENT TO SECTION 3.4
OF THE BY-LAWS FOR
WHISPER WALK SECTION A ASSOCIATION, INC.

(additions indicated by underlining;
deletions indicated by "----")

3.4 A written notice of all meetings of Members (whether the Annual Members' Meeting or special meetings) shall be given to each Member at his last known address as it appears on the books of the Association unless specifically waived by a Member in writing prior to therequired notification period described below. Such notice of an Annual Members' Meeting shall be mailed to the said address not less than fourteen (14) days nor more than forty (40) days prior to the date of the meeting. Written notice of a special meeting of the Members shall be mailed not less than ten (10) days nor more than forth (40) days prior to the date of a special meeting. ~~The post-office certificate of mailing shall be retained as proof of such mailing. An officer of the Association shall provide an affidavit that notice was properly given.~~

AMENDMENT TO SECTION 7.2 (a)
OF THE BY-LAWS FOR
WHISPER WALK SECTION A ASSOCIATION, INC.

(additions indicated by underlining;
deletions indicated by "----")

7.2 (a) ... Prior to the Budget Meeting the proposed Budget shall be prepared by or on behalf of the Association Board and shall include, but not be limited to, the following items, if applicable:

- (i) Administration of the Association
- (ii) Insurance and bonding fees
- (iii) Management Fees
- (iv) Maintenance
- (v) Rent for recreational and other commonly used facilities
- (vi) Taxes upon Association Property
- (vii) Taxes upon leased areas
- (viii) Security provisions
- (ix) Other expenses
- (x) Operating Capital
- (xi) Reserves
- (xii) Fees Payable to the Division of Florida Land Sales and Condominiums
- (xiii) In House Communications

Copies of the proposed Budget prepared prior to the budget Meeting and notice of the exact time and place of the budget Meeting shall be mailed to each Member at the Member's last known address as reflected on the books and records of the Association on or before ~~thirty-(30)~~ fourteen (14) days prior to said Budget Meeting, and the budget Meeting shall be open to the Members.

AMENDMENT TO THE BY-LAWS OF
WHISPER WALK SECTION A ASSOCIATION, INC.

(a new provision)

Section 11. Transfer Fees.

There shall be a fee of One Hundred Dollars (\$100.00) or the highest rate allowed by law per applicant other than husband/wife or parent/dependent child.

AMENDMENT TO THE BY-LAWS OF
WHISPER WALK SECTION A ASSOCIATION, INC.

(a new provision)

Section 12. Fines.

The Association may levy reasonable fines against a Unit for the failure of the owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association By-Laws, or reasonable Rules of the Association. No fine may exceed Fifty Dollars (\$50.00) for each violation. Each continuing day of a violation may be deemed a separate violation subject to fine. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its lessee. Notification of violation shall be in writing and by Registered or Certified mail. If a Unit Owner is unable to appear in person at a hearing, he may reply in writing. The Board of Directors shall determine time limitations in respect to the latter.

AMENDMENT TO THE BY-LAWS OF
WHISPER WALK SECTION A ASSOCIATION, INC.

(a new provision)

Section 13. Security Deposits.

A security deposit of up to one month's rent is to be collected by Whisper Walk Section A Association, Inc. from a lessor to cover any damages caused by their lessee. The specific amount of said deposit is to be determined by the board of Directors through their rule making authority. This deposit is to be returned within fifteen (15) days after termination of the lease. No interest is to accrue on said deposit. Damages, as determined by the Board, may be deducted from said deposit. Should damages exceed the amount of the deposit, then payment of any deficiency shall be the responsibility of the lessor.