

WILL CALL BOX 165
This instrument prepared by:
Edward Dicker, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue So., Suite 400
West Palm Beach, Florida 33409
(561) 615-0123

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF
WHISPERING WOODS OF CORAL SPRINGS**

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Declaration of Covenants and Restrictions of Whispering Woods of Coral Springs. The original Declaration is recorded in Official Records Book 11628, Page 226, of the Public Records of Broward County, Florida.

DATED this 30 day of March, 2017.

**WHISPERING WOODS OF CORAL SPRINGS
HOMEOWNERS ASSOCIATION, INC.**

Beryl J. Bunt
Witness
Cathleen Enrick
Witness

By: Stephane Farnel
President
Attest: [Signature]
Secretary

(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Stephane Farnel, the President, and Beryl Krivitz, Secretary, of Whispering Woods of Coral Springs Homeowners Association, Inc., who produced _____ and _____ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Whispering Woods of Coral Springs Homeowners Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 30 day of March, 2017.

Notary Public, State of Florida at Large
My Commission Expires:

(SEAL)



MARY BANMILLER
MY COMMISSION # FF 068869
EXPIRES: October 24, 2017
Bonded Through Bureau of Notary Services

**AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WHISPERING WOODS OF CORAL SPRINGS**

The original Declaration of Covenants and Restrictions is recorded in Official Records Book 11628 at Page 226 of the Public Records of Broward County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

DECLARATION OF COVENANTS AND RESTRICTIONS

ITEM 1: Article 9.01.1 of the aforesaid Declaration shall be amended to read as follows:

If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION may charge the defaulting OWNER a late charge of ~~TEN DOLLARS (\$ 10.00) or ten percent (10%) of the ASSESSMENT, whichever is greater~~ up to the maximum amount permitted by law, plus interest at the then highest rate of interest allowable by law, from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.

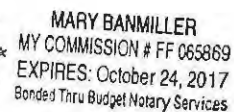
ITEM 2: Article 9.01.4 of the aforesaid Declaration shall be amended to read as follows:

Where any person obtains title to a LOT pursuant to the foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or where an INSTITUTIONAL LENDER accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall ~~not~~ be liable for any ASSESSMENTS or for other monies owed to the ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, up to the maximum amount permitted by law, ~~unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosure or underlying mortgage. The unpaid ASSESSMENTS or other monies are COMMON EXPENSES collectable from all of the OWNERS, including such acquirer and his successors and assigns. In addition,~~ the new OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the OWNER's LOT. Any other person who acquires a LOT;

~~except through foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other monies due and owing by the former OWNER to the ASSOCIATION, and shall not be entitled to occupancy of the DWELLING or enjoyment of the COMMON AREAS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other monies have been paid in full.~~

ITEM 3: Article 9.02.4(C) of the aforesaid Declaration, as amended, shall be further amended to read as follows:

~~The Board of Directors may impose fines in amounts up to the maximum amount permitted by law, reasonably related to the severity of the offense and deemed adequate to deter future offenses not to exceed \$7.00 per violation when said violation is "cosmetic" in nature (i.e. Including but not necessarily limited to a need for; pressure cleaning, driveway sealing, house painting, landscaping or lawn maintenance, removal of disabled vehicles, machines, or debris on property or roof, etc.) The fine may not exceed \$70.00 per violation when said violation is "structural" in nature and was not granted prior ARB approval (i.e. Including but not necessarily limited to; unapproved fencing, unapproved home additions or structures whether separate from or attached to main dwelling, unapproved light poles or posts, tennis and other courts, etc.) Either "cosmetic" or "structural" Fines may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, without any limit as to the aggregate amount; and may not exceed in the aggregate, \$500.00 per "cosmetic" violation and \$5,000.00 per "structural" violation.~~



**AMENDMENTS TO THE
BY-LAWS OF
WHISPERING WOODS OF CORAL SPRINGS HOMEOWNERS ASSOCIATION, INC.**

The original Declaration of Covenants and Restrictions is recorded in Official Records Book 11628 at Page 226 of the Public Records of Broward County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

Article 5.02 of the Association By-Laws, as amended, shall be deleted in its entirety, and replaced as follows:

Notwithstanding anything to the contrary contained in these Bylaws, the Declaration of Covenants and Restrictions or the Articles of Incorporation, the members of the Board of Directors shall be elected by secret written ballot. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise.

Not less than 60 days before a scheduled election, the Association shall mail or deliver to each owner entitled to vote, a first notice of the date of the election. Any owner or other eligible person may nominate himself or may nominate another owner or eligible person, if he has permission in writing to nominate the other person. Any owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than 40 days before a scheduled election. Not less than 30 days before the election, the Association shall mail or deliver a second notice of the election to all owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot. No owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.