

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

**WE HEREBY CERTIFY THAT** the attached amendments to the Declaration of Covenants and Restrictions of Whispering Woods of Coral Springs, as recorded in Official Records Book 11628 at Page 226 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the governing documents at a meeting held March 28, 2005.

**IN WITNESS WHEREOF**, we have affixed our hand this 18 day of April, 2005, at Coral Springs, Broward County, Florida.

**WHISPERING WOODS OF CORAL SPRINGS  
HOMEOWNERS ASSOCIATION, INC., a  
Florida not-for-profit corporation**

By: Elvis Nail  
Elvis Nail, President

**WITNESSES:**

Sign: [Signature]  
Print: BARBARA BUSECH

Sign: [Signature]  
Print: SARA JAMES

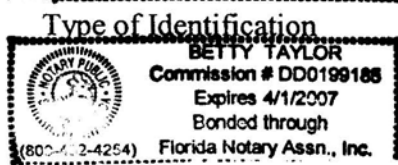
**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April, 2005, by **Elvis Nail**, as President of Whispering Woods of Coral Springs Homeowners Association, Inc. a Florida not-for profit corporation.

Personally Known ☒ OR  
Produced Identification \_\_\_\_\_

**NOTARY PUBLIC-STATE OF FLORIDA**

Sign: Betty Taylor  
Print: Betty Taylor



(5)

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

(Additions indicated by underline "\_\_\_\_", Deletions by strikethrough "----", Plain Text indicates unchanged).

***1. Amendment to Article 8, Restrictions, of the Declaration of Covenants and Restrictions, creating new subsection 8.21, as follows:***

8.21 Leasing. An Owner may only lease his DWELLING with prior Association approval, subject to the following restrictions and conditions:

8.21.1 An Owner who wishes to lease his Living Unit may not do so until he has first obtained the written approval of the Association. All applications for approval of a proposed lease must be in writing, the Association will prescribe certain minium requirements for said lease. The Association may charge a preset fee per applicant, for processing the application for approval, such fee not to exceed \$100 (one hundred dollars). The application shall not be deemed received until the approval fee has been paid. If the Association disapproves of a lease, the lease shall not be made. The lease must be written, and a fully executed copy must be provided to the Association not less than twenty (20) days before the beginning of the lease term, together with such other information about the tenants as the Board may reasonably require.

8.21.2 No Living Unit may be leased for a term of less than one (1) year. Notwithstanding the foregoing, it is understood that under some circumstances an approved lease may end prior to the natural expiration of its term due to no fault of the owner and that hardship circumstances may justify the approval of another lease of the DWELLING. The Board may, in its sole discretion, permit another lease but in no event shall any DWELLING be subject to more than two (2) leases in any given twelve (12) month period.

8.21.3 No subleasing or assignment of lease rights is allowed. Only entire homes may be rented. All of the provisions of the governing documents of Whispering Woods of Coral Springs and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable to the lessee to the same extent as against an Owner. The Association, as the Owner's agent, shall have the authority to terminate any lease and evict the tenant in the event of violations by the tenant of any of the provisions herein, and said authority shall be deemed to be included in every lease whether oral or written, and whether specifically expressed in such lease or not. The costs associated with obtaining the tenant's compliance or with eviction of the tenant, including attorney's fees, shall be assessed against the Owner. It shall be a specific condition of granting the aforementioned lease that both the lessee and owner read and sign a copy of the Association's Rules and Regulations, including this

section of the bylaws and any other section the Boards deems appropriate including but not necessarily limited to Article 8 of the Declaration.

8.21.4 Occupancy of a DWELLING in the absence of the Owner (except for the spouse of an owner or parents, siblings or children of the Owner or his or her spouse) for a period of sixty (60) consecutive days shall be treated as a lease, whether compensation is paid or not. Exceptions may be granted on a case-by-case basis at the Board's discretion.

8.21.5 In the event an Owner of a Lot and/or DWELLING is and/or becomes delinquent in the payment of any assessments, fines or other charges and the DWELLING is subject to a lease, the Association shall be entitled to the payment of rent, directly from the tenant, until the delinquency is satisfied in full. Each lease shall provide or be deemed to provide that the rents shall be assigned and made payable directly to the Association in the event of a delinquency. The Association shall advise both the owner (at last known address) and the tenant by certified mail, return receipt requested, directed to the address of the DWELLING, of its intent to exercise its option hereunder.

**2. *Amendment to Article 9, Default, Section 9.02, of the Declaration of Covenants and Restrictions as follows:***

9.02 Non-Monetary Defaults. In the event of a violation by any OWNER (other than the non-payment of any ASSESSMENT or other monies) of any of the provisions of this DECLARATION, or of the ARTICLES or BYLAWS, the ASSOCIATION shall notify the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within ~~seven (7)~~ forty five (45) days after such written notice, or if the violation is not capable of being cured within such ~~seven (7)~~ forty five (45) day period, if the OWNER fails to commence and diligently proceed to completely cure such violation as soon as practicable within ~~seven (7)~~ forty five (45) days after written notice by the ASSOCIATION, the ASSOCIATION may, at its option:

9.02.1 Commence an action to enforce the performance on the part of the OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

9.02.2 Commence an action to recover damages; and/or

9.02.3 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the ASSOCIATION, or performing any maintenance required to be performed by this DECLARATION. ~~All expenses incurred by the ASSOCIATION in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the ASSOCIATION in connection with any legal proceedings commenced~~

against any OWNER, including reasonable attorneys' fees, shall be assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION: at the expense of the Owner, which costs along with a ten (10%) percent surcharge shall be assessed against the LOT. The ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorney's fees incurred in connection with such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after recording of a claim of lien in the public records of the county in which the SUBJECT PROPERTY is located. The Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal, and/or

9.02.4 Fines. The Board may impose a fine or fines upon an Owner for failure of the Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation contained herein or promulgated pursuant to the Governing Documents.

(A) Notice. The Association shall notify the Owner of the nature of the alleged infraction or infractions. This notice shall provide the person sought to be fined with at least fourteen (14) days notice of the opportunity for a hearing.

(B) Hearing. A hearing shall be held before a committee of at least three (3) members appointed by the Board, who are not officials, directors or employees of the Association, or the spouse, parent, child, brother or sister of any of the above. If the committee, by majority vote, does not approve the fine, the fine may not be imposed.

(C) Amount of Fine. The Board of Directors may impose fines in amounts 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, and may not exceed in the aggregate, \$500.00 per "cosmetic" violation and \$5000.00 per "structural" violation.

(D) Collection of Fines. Fines shall be treated as an assessment due to the Association ten (10) days after written notice to the Owner of the imposition of the fine, as provided above.



(E) Application. All monies received from fines shall become part of the common surplus.

(F) Nonexclusive Remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

9.02.5 The Association may also suspend use rights by following the procedures found in Article 9.02.4 for levying of fines. Suspension of common-area-use rights shall not impair the right of a Member, an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

All expenses incurred by the ASSOCIATION in connection with the correction of any violation, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the ASSOCIATION in connection with any legal proceedings commenced against any OWNER, including reasonable attorneys' fees, shall be assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION.