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BYLAWS
OF
WHITTIER OAKS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

All defined terms used in these Bylaws shall have the meaning assigned to them in the Declaration of Restrictions and Protective Covenants for Whittier Oaks.

ARTICLE II

LOCATION

Section 1. The principal office of the Association shall be located in Broward County, Florida or as may be established by the Board of Directors.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided by Article V of the Declaration to which the Properties are subject.

ARTICLE IV

FISCAL YEAR

Section 1. The fiscal year of the Association shall be a calendar year.

ARTICLE V

BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. The election shall be decided by majority vote.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that the directors elected by the Class B member including those named in the Articles of Incorporation may be removed only by the Class B member.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty days after the annual meeting of members upon three days' notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Broward County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by a majority of the Board and may be held at any place or places within Broward County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of a majority of the members of the Board to each member of the Board not less than three days prior to the scheduled date of the special meeting by mail or one day by telephone or telegraph. Special meetings of the Board may also be held at any place and time without, notice by unanimous waiver of notice by all the directors.

Section 8. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

V Section 9. Subject to the provisions of Section 10 of this Article, all meetings of the Board shall be open to all Members, but no Member other than Directors may participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Director. In such case, the President may limit the time that any Member may speak.

Section 10. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

Section 11. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

a. preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

b. making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment, provided, unless otherwise determined by the Board of Directors, the annual assessment for each Lot's proportionate share of the Common Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of quarter;

c. providing for the operation, care, upkeep, and maintenance of all of the Common Areas.

d. designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

e. collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; the reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

f. making and amending rules and regulations;

g. opening of bank accounts on behalf of the Association and designating the signatories required;

h. making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

i. enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association after receiving the proper authorization, if any, required by the Declaration;

j. obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

k. paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;

l. keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting practices;

V m. make available to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules governing the Lot and all other books, records, and financial statements of the Association; and

n. permit utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

Section 12. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 11 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager. No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days, or less, written notice.

Section 13. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

a. accrual accounting, as defined by generally accepted accounting principles, shall be employed;

V b. accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) disbursements by check requiring two (2) signatures, and (ii) cash disbursements limited to amounts of Seventy-Five (\$75.00) Dollars and under;

V c. cash accounts of the Association shall not be commingled with any other accounts;

d. no remuneration shall be accepted by a managing agent from vendors, independent contractors, or others Providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

e. any financial or other interest which a managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

✓✓ f. an annual report consisting of at least the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year.

Section 14. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Areas without the approval of the Members of the Association; provided, however, the Board shall obtain Member approval in the same manner provided in the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 15. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or to use the Common Area for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any occupant of a Lot violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the fine shall constitute a lien upon the Lot in which the occupant resides, and the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

V a. Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the committee designated by the Board, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

b. Hearing. If a hearing is requested in a timely manner, the hearing shall be held in executive session before the

body specified in the notice which shall afford the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be Placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

c. Appeal. If the hearing is held before a body other than the Board, then the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

d. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation for abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE VI

OFFICERS

Section 1. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 2. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 3. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to

his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the Board of Directors where notice of such meetings is required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors.

Section 4. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 5. Vacancies in any office arising from any cause may be filled by the Board of Directors for the unexpired portion of the term.

7 / Section 6. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VII

MEETINGS OF MEMBERS

1-17 / Section 1. The regular annual meeting of the members shall be held annually during the month in which the Declaration was recorded at such time and place as shall be determined by the Board of Directors. The purpose of the annual meeting is to elect the Board of Directors.

Section 2. Special meetings of the members shall be called within sixty (60) days of the turnover date, and may be called for any purpose at any time by the President or a majority of the members of the Board of Directors.

Section 3. Notice may be given to the member either personally, or by sending a copy of the notice through the mail,

postage thereon fully paid, to his address appearing on the records of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meetings shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast thirty-three and one-third percent (33 1/3%) of the Class A membership votes shall constitute a quorum for any action governed by these Bylaws.

Section 5. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least twenty-five (25%) percent of the total votes of the Association remain present, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

✓ Section 6. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat. Roberts Rules of Order shall govern the conduct of meetings.

Section 7. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the

subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

ARTICLE VIII

COMMITTEES

Section 1. The Architectural Control Board shall be a standing committee of the Association. The Board of Directors may appoint such other committees as it deems advisable.

V Section 2. The Architectural Control Board shall be appointed, shall serve and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of the Architectural Control Board shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, so that the Board of Directors may review such decision. The determination of the Board of Directors, upon reviewing such decision of the Architectural Control Board, shall in all events be dispositive.

ARTICLE IX

BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member of the Association.

ARTICLE X

AMENDMENTS

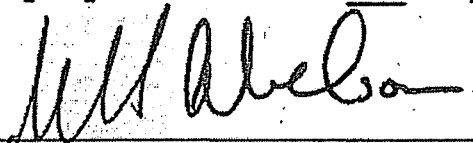
Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy, provided that the notice to the members of the meeting disclosed the information that the amendment of the Bylaws was to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration of Restrictions and Protective Covenants referred to herein may not be amended except as provided in such covenants. Notwithstanding anything herein to the contrary, the Class B Member as described in the Articles of Incorporation

of the Association shall be permitted to amend these Bylaws at any time and no amendment of these Bylaws may be made without the consent of the Class B Member.

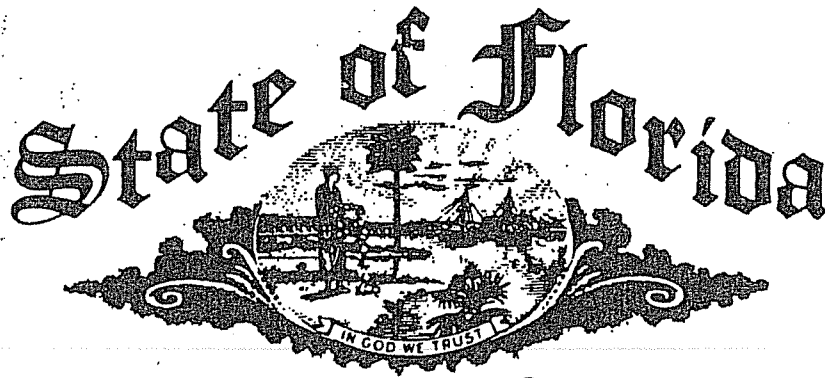
Section 2. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the said Declaration shall control.

* * * * *

I hereby certify that the foregoing Bylaws of the above-named corporation were duly adopted by the Board of Directors of said association in a meeting held for such purpose on this 28th day of February, 1990.



Warren S. Abelson, Secretary



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WHITTIER OAKS HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on July 27, 1989, as shown by the records of this office.

The document number of this corporation is N33439.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
27th day of July, 1989.



CR2EO22 (6-88)

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
WHITTIER OAKS HOMEOWNERS' ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation not-for-profit under Chapter 617, Florida Statutes, as amended hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be WHITTIER OAKS HOMEOWNERS' ASSOCIATION, INC., which is hereafter referred to as "the Association".

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Restrictions and Protective Covenants for Whittier Oaks (the "Declaration"). All terms used herein and in the Bylaws shall have the meanings, if any, assigned to them in the Declaration.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any members or individual person, firm or corporation.

The Association by and through its Board of Directors shall have the following powers:

- A. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.
- B. All of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration.

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- C. All powers necessary to implement the purposes and carry out the duties and obligations of the Association, including any and all powers granted it by the Declaration.

The Association shall not be permitted:

- A. To provide financial support to an ad hoc committee of another association without the approval of 75% of the members hereof.

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer as defined in the Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised only by that one person designated in writing by all such members. In no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1; provided, however, that notwithstanding any provision to the contrary, the Developer shall have the right to elect the entire board of directors of the Association until such time

as Developer no longer holds the title to seventy-five percent (75%) of the Lots, including Lots on any additional property which may have been brought under the provisions hereof by recorded supplemental declarations, as set forth in Article II hereof, or until May 1, 1999, whichever occurs first. Thereafter, Developer shall have the right to appoint one director so long as the Developer owns any Lot in the Properties. The Developer may waive its right to elect one or more directors by written notice to the Association, and thereafter such directors shall be elected by the Members. When the Developer no longer owns any Lot within the Properties, all of the directors shall be elected by the Members in the manner provided in the Bylaws.

Section 3. Meetings of Members. The Bylaws of the Association shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if thirty-three and one-third (33 1/3%) percent of the total number of members in good standing shall be present or represented at the meeting.

ARTICLE IV

CORPORATE EXISTENCE

The corporation shall have perpetual existence.

ARTICLE V

DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three nor more than nine persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of directors, including an annual meeting.

Section 2. Initial Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the turnover date and until qualified successors are duly elected and have taken office, shall be as follows:

Timothy R. Kelly

2001 West Sample Road
Suite 415
Pompano Beach, Florida 33064

Donald A. Moss

2001 West Sample Road
Suite 415
Pompano Beach, Florida 33064

Warren S. Abelson

2001 West Sample Road
Suite 415
Pompano Beach, Florida 33064

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the Bylaws of the Association, and the Bylaws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in the Properties or shall be authorized representatives, officers, or employees of corporate members of the Association provided that such limitations shall not apply to directors appointed by the Developer.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until they resign or until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term. Vacancies occurring in the first Board of Directors shall be filled by the Developer.

ARTICLE VI

OFFICERS

Section 1. Offices Provided For. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provisions of the Bylaws, shall be elected by the Board of Directors for terms of one year and serve until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the annual meeting of directors and until successors are duly elected and have taken office, shall be as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Timothy R. Kelly	2001 West Sample Road Suite 415 Pompano Beach, FL 33064
Treasurer	Donald A. Moss	2001 West Sample Road Suite 415 Pompano Beach, FL 33064
Secretary	Warren S. Abelson	2001 West Sample Road Suite 415 Pompano Beach, FL 33064

ARTICLE VII

BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation. Such Bylaws may be altered, amended or repealed by the membership in the manner set forth in the Bylaws.

of being or having been a director or officer of the Association, whether or not a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duty; provided that in the event of a settlement, the indemnification provided for herein shall apply only if and when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such director or officer may be entitled under statute or common law.

Amend this /
article

ARTICLE X

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XI

REGISTERED AGENT

The name and address of the initial registered agent of the Corporation is Timothy R. Kelly, 2001 West Sample Road, Suite 415, Pompano Beach, Florida 33064.

ARTICLE XII

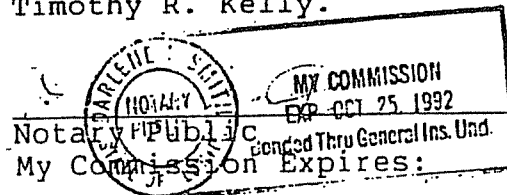
INCORPORATOR

Timothy R. Kelly, whose address is 2001 West Sample Road, Suite 415, Pompano Beach, Florida 33064 is the Incorporator of these Articles.

IN WITNESS WHEREOF, the said Incorporator has hereunto set his hand this day of , 1989.

Timothy R. Kelly,
Incorporator

The foregoing instrument was acknowledged before me this 21 day of June, 1987, by Timothy R. Kelly.



The undersigned hereby accepts appointment as Registered Agent.

Timothy R. Kelly

Prepared by:
Kaye & Roger, P.A.
6261 NW 6th Way, Suite 103
Ft. Lauderdale, FL. 33309

CERTIFICATE OF AMENDMENT
OF THE RULES OF THE
WHITTIER OAKS HOMEOWNERS' ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Rules of the Association, an exhibit to the Declaration of Restrictions and Protective Covenants of Whittier Oaks, in Official Records Book 17201 at Page 346 of the Public Records of Broward County, Florida was duly adopted in accordance with the documents.

IN WITNESS WHEREOF, we have affixed our hands this 29 day of September, 1997, at _____, Broward County, Florida.

By: [Signature] PRES

Print: Gary Palombi

Attest: [Signature]

Print: Cynthia G. Whittle

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of September 1997, by Gary Palombi as President and _____ as Secretary of Whittier Oaks Homeowners' Association, Inc. a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:

sign Cynthia K. Hamilton

print Cynthia K. Hamilton
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC
CYNTHIA K. HAMILTON
COMMISSION # CC 529349
EXPIRES FEB 01, 2000
BONDED THRU
ATLANTIC BONDING CO., INC.

BK27127PG0963

[Signature]

AMENDMENT TO THE RULES
OF THE
WHITTIER OAKS HOMEOWNERS ASSOCIATION, INC

Vehicles entering Whittier Oaks that are owned, not owned, rented, leased, borrowed, visiting, or intended for any other type of use with any visible commercially oriented items, including, but not limited to logos, advertising, markings, lettering other than that of the vehicle manufacturer, tools, ladders, containers, and/or any other use of a general commercial purpose, and/or nature, may not be parked on the common areas, grass, sidewalks, streets, or garage driveways between the hours of 8:00 P.M. and 7:00 A.M., seven (7) days a week, 365 days a year, other than emergency vehicles.

Any vehicles described hereinabove that are providing an emergency commercial service to a Whittier Oaks home between the hours of 8:00 P.M. and 7:00 A.M. may do so if such emergency commercial service cannot be performed during the normal working hours of 7:00 A.M. to 8:00 P.M.

These hereinabove described commercially oriented vehicles must be parked between the hours of 8:00 P.M. and 7:00 A.M. within a closed garage of the house at which the vehicles are visiting, if such described vehicles are not parked in a closed garage between 8:00 P.M. and 7:00 A.M. they will be ticketed, and subject to being towed.

BK 27127PG0964

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

97-540987 T#001
10-13-97 02:13PM

Prepared by:
Kaye & Roger, P.A.
6261 NW 6th Way, Suite 103
Ft. Lauderdale, FL. 33309

CERTIFICATE OF AMENDMENT
OF THE RULES OF THE
WHITTIER OAKS HOMEOWNERS' ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Rules of the Association, an exhibit to the Declaration of Restrictions and Protective Covenants of Whittier Oaks, in Official Records Book 17201 at Page 346 of the Public Records of Broward County, Florida was duly adopted in accordance with the documents.

IN WITNESS WHEREOF, we have affixed our hands this 29 day of September, 1997, at _____, Broward County, Florida.

By: [Signature] PRES

Print: Gary Palombi

Attest: [Signature]

Print: Cynthia G. Whittle

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of September 1997, by Gary Palombi as President and _____ as Secretary of Whittier Oaks Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:

sign Cynthia K. Hamilton

print Cynthia K. Hamilton
State of Florida at Large

My Commission Expires:



CYNTHIA K. HAMILTON
COMMISSION # CC 529346
EXPIRES FEB 01, 2000
BONDED THRU
ATLANTIC BONDING CO., INC.

BK27127PG0963

29

AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF WHITTIER OAKS HOMEOWNERS ASSOCIATION, INC.

The original Declaration of Covenants and Restrictions for WHITTIER OAKS is recorded in Official Records Book 17201 Page 346 of the Public Records of Broward County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Article V Section 10 of the Declaration of Covenants, Conditions and Restrictions shall be amended, which shall read as follows:

10.1 The lien of the Assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of claim of lien for unpaid assessments. An institutional lender is defined as a state or Federal Bank or Savings and Loan Association, an insurance company, Trust Company, Savings Bank, Credit Union, Real Estate or Mortgage investment trust, Mortgage Broker, Mortgage Banker, private Mortgage insurance company, The United State Veterans Administration, United States Federal Housing Administration or a lender generally recognized in the community as an institutional lender. Any Assignee of a mortgage originated by an Institutional lender shall be deemed an Institutional lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and any similar Institutions created in the future shall be deemed Institutional Lenders, regardless of where any mortgage held by any of them originated. ~~A Mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a Mortgagee that has acquired title by Deed in Lieu of foreclosure, and all persons claiming by, through or under such Purchase, or Mortgagee shall hold title subject to the liability and lien of any Assessment becoming due after such foreclosure or conveyance in lieu of foreclosure.~~ Any unpaid assessment which cannot be collected as lien against any Lot by reason of the provisions of this Section 10, shall be deemed to be an Assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Therefore, a lot owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the lot owner however,

a) A lot owner, other than an institutional mortgagee taking title at a foreclosure sale or by way of deed in lieu of foreclosure, is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

b) The person acquiring title shall pay the amount owed to the association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the association to record a claim of lien against the parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

(c) Notwithstanding the provisions of paragraph a), a first Mortgagee or its successor or assignees who acquire title to a unit as a result of the foreclosure of the mortgage or by deed in lieu

This instrument prepared by
and please return to:

Andrew E. Farber, Esquire
Andrew E. Farber, P.A.
23123 State Rd. 7, Suite 350-B
Boca Raton, FL 33428

CERTIFICATE OF AMENDMENT TO ARTICLE XII OF THE
DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR WHITTIER OAKS

THIS IS TO CERTIFY:

1. The attached writing is a true and correct copy of the Amendment to the Declaration of Restrictions and Protective Covenants for Whittier Oaks (the "Declaration") recorded in Official Records Book 17201, Page 341, of the Public Records of Broward County, Florida; which Amendment was duly adopted by the Members of the Whittier Oaks Homeowners' Association, Inc., (the "Association") at a meeting duly held on April 2, 1998, in accordance with the requirements of the Declaration, Articles of Incorporation and Bylaws of said Association.
2. The adoption of the Resolutions appear upon the minutes of the above-cited meeting and is unrevoked.

EXECUTED in Broward County, Florida this 9 day of April, 1998.

Signed, sealed and delivered in the
presence of:

WHITTIER OAKS HOMEOWNERS'
ASSOCIATION, INC.

(1) Kerri Brooks
Name: Kerri Brooks
(2) Donna Devine
Name: Donna Devine

By: Gary Palombi
Gary Palombi, President
ATTEST: Martin Greene
Martin Greene, Secretary

(CORPORATE SEAL)

BR48122P60003

EXHIBIT "A"

AMENDMENT TO ARTICLE XII OF THE
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR WHITTIER OAKS

(code: words underlines are additions;
words stricken are deletions.)

ARTICLE XII
GENERAL PROVISIONS

Section 8. Capital Contribution. Upon the conveyance of ownership interest in any Lot within the Properties, the acquirer of title shall be obligated to pay to the Association the equivalent of the sum of three (3) months of maintenance assessments, which shall be paid at closing to the association. This capital contribution shall be deemed to be a special assessment against the Lot in question, effective upon the transfer of title to the Lot, and shall be otherwise collectible in the same fashion as any other assessment under Article V hereunder

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BR28122PG0005

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 9 day of April, 1998 by Gary Palombi and Martin Greene, respectively, as President and Secretary of Whittier Oaks Homeowners Association, Inc. (The "Corporation") on behalf of the Corporation and for the purposes stated therein;

Gary Palombi and Martin Greene each produced a Florida driver's license as identification.

Lenora C. Harris
Notary Public State of Florida

Name:

My Commission Expires:



LENORA C HARRIS
My Commission CO285838
Expires Jun. 22, 1998
Bonded by HAI
#00-422-1555

BK20122PG0004

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 9 day of April, 1998 by Gary Palombi and Martin Greene, respectively, as President and Secretary of Whittier Oaks Homeowners Association, Inc. (The "Corporation") on behalf of the Corporation and for the purposes stated therein;

Gary Palombi and Martin Greene each produced a Florida driver's license as identification.

Lenora C. Harris

Notary Public State of Florida

Name:

My Commission Expires:



LENORA C HARRIS
My Commission CC385538
Expires Jun. 22, 1998
Bonded by HAI
800-422-1555

BK28122PG0004

• **Sec. 22-174. - Home occupations.**

A.

Home occupations, subject to the provisions contained herein, shall be permitted in all residential zoning districts which do not expressly prohibit the conduct of business, commercial or industrial activities.

B.

A home occupation shall be defined as the conduct of a business or commercial enterprise in the home. This shall not include activities in the home which are clearly incidental to occupations or commercial or business enterprises which are conducted primarily outside the home.

C.

Home occupations conducted within the city shall be clearly incidental and secondary to the use of the residence for residential purposes and shall not change the character thereof. When permitted, home occupations shall be conducted in accordance with the following provisions unless specific restrictions are contained within the individual residential zoning district:

1.

No person other than members of the family residing on the premises shall be engaged in such home occupation.

2.

There shall be no display of goods, machinery, equipment or any performance of work visible or audible from any street or adjoining property, nor shall there be any sign visible from the street or adjoining property identifying or providing any information of any nature regarding the home occupation.

3.

No home occupation shall occupy an area greater than twenty (20) percent or three hundred (300) square feet, whichever is less, of the floor area of the residence. No home occupation shall be conducted in any accessory building; such occupation shall be conducted in the main residence. No more than one (1) home occupation shall be permitted within any single dwelling unit.

4.

No motor power other than electric motors shall be used in conjunction with such home occupations. The total horsepower of such motor shall not exceed three (3) horsepower, or one (1) horsepower for any single motor.

5.

No equipment or process shall be used in such home occupation which creates noise, vibration, glare or any fumes, odors, or electrical interference detectable to the normal senses off the lot. Electrical interference shall be that which causes interference in any radio or in any television receivers off the premises or causes fluctuations in line voltage off the premises.

6.

No home occupation shall generate or attract traffic to a residence in a greater volume than would normally be expected in residential trips allowed by Broward County Trips Model.

D.

The home occupation known as family day care home, as defined in F.S. § 402.302(5), shall be permitted upon the operator of the family day care home providing evidence of compliance with all provisions set forth in F.S. § 402.301 et seq., and compliance with any requirements set forth in the Florida Statutes or the Florida Administrative Code. If the operator does not provide evidence of compliance, the use shall not be deemed to be permitted in the zoning district.

E.

Home occupations shall exclude physicians, dentists, welding or machine shops, minor or major auto repair, painting of vehicles, trailers, or boats, as well as barbershops, beauty parlors, dining facilities, animal hospitals, group dancing and singing, band instructions, retail stores, and clairvoyants.

F.

A person desiring to conduct a home occupation shall first apply to the city and shall include the following information:

1.

Name of applicant;

2.

Location of residence wherein the home occupation, if approved, will be conducted;

3.

Total square footage to be utilized in the conduct of the home occupation; and floor plan of the house;

4.

The nature of the home occupation sought to be approved;

5.

The days and hours of operation.

G.

Upon compliance with the foregoing procedure and after payment of an application fee as set forth in the fee schedule and reviewed by the chief building official, and any other appropriate entity that the city manager deems necessary, the city shall issue a license for the home occupation. The city shall have the right to revoke any home occupation license for noncompliance with any regulation within this section.

(Ord. No. 2012-03, exh. A, 5-2-2012)

EXHIBIT "C"
TO
DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR WHITTIER OAKS

Initial Rules and Regulations of the
Whittier Oaks Architectural Control Board

1. Any Owner who desires to construct an improvement or structure of any kind on his Lot shall submit two complete sets of all plans and specifications and samples of proposed building materials to the Architectural Control Board (the "Board").
2. All approvals by the Board shall be subject to further approval by Terramar Community Association, Inc.
3. The exteriors shall be consistent with the theme adopted by the Developer.
4. No metal cyclone fences are permitted. All walls shall be concrete block and stucco.
5. No window or wall air-conditioning units are permitted.
6. All mailboxes or receptacles for the delivery of newspapers, magazines or mail shall be approved by the Board prior to installation on any Lot.
7. The following plant material shall not be planted in the Properties: a) Cocos Nucifera (coconut palm); b) Melaleuca Leucadendron (cajeput tree); c) Casuarina Equisetifolia (Australian Pine); d) Schinus Terebinthilolius (Brazilian Pepper); e) Wedalia Trilobata (Wedalia); and f) Acacia.
8. Except when placed in front for pick-up, no garbage container shall be visible from any street.