

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

of foreclosure of the mortgage shall be exempt from liability for all unpaid assessments attributable to the parcel or chargeable to the previous owner which came due prior to acquisition of title as enumerated in this section 10 above. However, any 3rd party purchaser shall be liable to the association for all amounts due as reflected in paragraph a) above.

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

BK 28122PG0005

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

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) Kerrin Brooks
Name: Kerrin Brooks

By: [Signature]
Gary Palombi, President

(2) [Signature]
Name: Donna Devine

ATTEST: [Signature]
Martin Greene, Secretary

(CORPORATE SEAL)

BR 88122PG0003

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 CC388838
Expires Jun. 22, 1998
Bonded by HAI
800-422-1555

BK 20122PG0004

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)

BK28122P60003

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 CG385838
Expires Jun. 22, 1998
Bonded by HAI
800-422-1558

BK 20122PG0004