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DECLARATION OF CONDOMINIUM
OF
CONDOMINIUM 84 OF SECTION A
OF
WHISPER WALK

ORIGLE-BOCA, INC., a Florida corporation (hereinafter referred to as "Developer"), as owner in fee simple of the "Land" (as hereinafter defined), hereby makes this Declaration of Condominium of Condominium 84 of Section A of Whisper Walk ("Subject Declaration") to be recorded amongst the Public Records of Palm Beach County, Florida, where the Land is located and states and declares:

I SUBMISSION STATEMENT

Developer is the owner of record of the "Condominium Property" hereinafter described and does hereby submit the same to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended to the date of the filing of the "Section A Documents" (as hereinafter defined) with the Division of Florida Land Sales and Condominiums ("Act").

II NAME

The name by which the condominium created hereby ("Condominium") and the Condominium Property are to be identified is:

CONDOMINIUM 84 OF SECTION A OF WHISPER WALK

III LAND

The legal description of the land included in the Condominium Property and submitted herewith to condominium ownership is described in Exhibit A, which is attached hereto and made a part hereof ("Land").

IV DEFINITIONS

The terms contained in this Subject Declaration shall have the meanings given in the Act and for clarification the following terms have the following meanings:

A. "Declaration" means that certain Declaration of Protective Covenants and Restrictions for Whisper Walk recorded in Official Records Book 3943, Page 20 of the Public Records of Palm Beach County, Florida ("County").

B. "Replat Declaration" means that certain Replat Declaration for Section A of Whisper Walk recorded in Official Records Book 3944, Page 1843 of the County.

C. "Section A" means Parcels 6 and 7 of the BOUNDARY PLAT OF WHISPER WALK ("Plat") as recorded in Plat Book 43 at Pages 189-191 of

LOUISE E. TUDZAROV
RUDEN, BARNETT, McCLOSKEY, SCHUSTER & RUSSELL
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

the Public Records of the County.

D. "Section A Plat" means a "Replat" (as defined in the Declaration) with respect to Section A heretofore or hereafter recorded amongst the Public Records of the County.

E. "Section A Condominium" means a particular condominium in Section A which is the subject of a particular "Condominium Declaration" (as that term is hereinafter defined) and which is constructed upon "Residential Property" (as defined in the Declaration).

F. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property within the Condominium which is subject to exclusive ownership.

G. "Unit Owner" means "unit owner" as defined in the Act and is the owner of a Unit.

H. "Developer" means Oriole-Boca, Inc., a Florida corporation, its successors and assigns. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under this Subject Declaration unless such Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

I. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended to the date of filing the Section A Documents with the Division of Florida Land Sales and Condominiums.

J. "Association" means Whisper Walk Section A Association, Inc., a Florida corporation not-for-profit.

K. "Condominium Declaration" means the Declaration of Condominium by which a Section A Condominium is submitted by Developer to the condominium form of ownership. This Subject Declaration is a Condominium Declaration.

L. "Association Articles" means the Articles of Incorporation of the Association, a copy of which is attached to the Replat Declaration as Exhibit A.

M. "Association By-Laws" means the By-Laws of the Association, a copy of which is attached to the Replat Declaration as Exhibit B.

N. "Section A Documents" means in the aggregate each Condominium Declaration, the Association Articles and Association By-Laws, the Replat Declaration, the "Long Term Recreation Lease," the "Agreement for Operating Section A Leasehold Interest" (as those terms are hereinafter defined) and all of the instruments and documents referred to therein and executed in connection with a Section A Condominium and the "Whisper Walk Documents" (as defined in the Declaration).

O. "Association Board" means the Board of Directors of the Association.

P. "Association Director" means a member of the Association Board.

Q. "Association Property" means such portions of the "Nonresidential Property" (as defined in the Declaration) within Section A as are dedicated to the Association in a Replat or conveyed to the Association pursuant to the Replat Declaration.

R. "Section A Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Section A Documents

and includes, but is not limited to:

1. "Common Expenses" which are those expenses incurred or to be incurred by the Association with respect to the operation, administration, maintenance, repair or replacement of the Condominium Property under the provisions of any Condominium Declaration; and

"Association Expenses" which means and includes the costs and expenses described in the Section A Documents as such and includes those incurred by the Association in administering, operating, reconstructing, maintaining, repairing and replacing the Association Property as well as all property for which the Association has such obligations as set forth in the Section A Documents or as may be set forth on a Section A Plat including, but not limited to, the "Section A Recreation Area," "Grassed Areas," "Drives" and "Parking Areas" (as those terms are defined in the Replat Declaration) or any portions of any of the foregoing or any improvements constructed thereon.

S. "Common Elements" means the portion of the Condominium Property, including the Land, not included in the Units.

T. "Whisper Walk" means the multiphased, planned community known as "Whisper Walk" being developed upon the portions of the "Total Property" which become "Committed Property" (as such terms are defined in the Declaration) and thus committed to land use under the Declaration.

U. "Corporation" means Whisper Walk Association, Inc., a Florida corporation not-for-profit.

V. "Long Term Recreation Lease" means the several leases whereby the "Central Recreation Area" (as defined therein) and the Section A Recreation Area are leased by Developer to Unit Owners.

W. "Agreement for Operating Central Leasehold Interest" means the agreement by which the Corporation shall operate and manage the Central Recreation Area and certain leasehold rights of and for each "Dwelling Unit Owner" under the Long Term Recreation Lease.

X. "Agreement for Operating Section A Leasehold Interest" means the agreement by which the Association shall operate and manage the Section A Recreation Area and certain leasehold rights of and for each Unit Owner under the Long Term Recreation Lease.

Y. "Condominium Property" means the Land and all improvements thereon, including the Units, the Common Elements and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium and specifically includes, as a right appurtenant to said Land, the possessory and use rights set forth in the Declaration and the Replat Declaration.

V DESCRIPTION OF IMPROVEMENTS

A. The improvements included in the Condominium are described on the "Survey" (as hereinafter defined) and include a residential, multi-family building ("Building"). The Condominium contains four (4) Units, each of which is identified by a letter (either A, B, C or D) and is so referred to herein and in the Exhibits hereto. No Unit in the Building bears the same letter as any other Unit in the Building.

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B. Annexed hereto as Exhibit B and made a part hereof is a site plan, a survey of the Land, a graphic description of the improvements in which the Units are located and a plot plan thereof (all of which are herein referred to as the "Survey"). The Survey shows and identifies thereon the Common Elements and each Unit and its relative location and approximate dimensions. There is attached to the Survey and made a part hereof a certificate of a surveyor, prepared, signed and in conformance with the requirements of Section 718.104(4)(e) of the Act.

C. The "Patios," as reflected on the Survey, are separated by a fence ("Fence"). Each Fence is hereby designated as a "Limited Common Element" to be reserved for the exclusive use of the owners of the Units adjacent to the Fence. The owners of the Units adjacent to the Patios shall be responsible for the maintenance, repair and replacement of the Fence which is contiguous to the Patio, the expenses of which shall be shared equally between the two (2) Units whose Patios are separated by such Fence (unless the necessary maintenance, repair or replacement is the result of one Unit Owner to a greater extent than the sharing Unit Owner, in which event the expenses of maintenance, repair or replacement, as the case may be, shall be allocated as the Board, in its sole discretion, deems proper, if not otherwise agreed upon by the two (2) affected Unit Owners). In the event the Unit Owners responsible for the maintenance of a Fence fail to maintain same in a proper manner (as the Board shall, in its sole discretion, determine) within ten (10) days after prior written notice from the Board, the Board may provide such maintenance, repair or replacement of the Fence as the Board deems necessary and the expense of same shall be assessed as a portion of the "Individual Assessment," as that term is defined in Paragraph A of Article VI of the Replat Declaration against the applicable Unit Owners. Such assessment shall be an "Assessment" (as such term is defined in the Replat Declaration) and such Units shall be subject to a continuing lien for the payment thereof as set forth in Article V of the Replat Declaration.

The Patios are to be used for appropriate purposes including, but not limited to, barbecuing. The Unit Owners having such use rights shall be permitted to have appropriate outdoor patio furniture and barbecues located thereon. Such Unit Owners shall maintain their respective Patios in a neat and aesthetically pleasing condition in accordance with all rules and regulations adopted from time to time by the Board. The Association shall have access to each Patio to fulfill its obligation to repair, replace and maintain the Fences.

VI UNDIVIDED SHARES IN COMMON ELEMENTS

A. Each Unit shall have as an appurtenance thereto a twenty-five percent (25%) undivided share of the Common Elements.

B. Each Unit shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of this Condominium in accordance with the Section A Documents.

VII SHARES IN COMMON EXPENSES AND OWNING COMMON SURPLUS

The Common Expenses shall be shared and the "Common Surplus" (as that term is defined in the Act) shall be owned in proportion to each Unit Owner's percentage of ownership of the Common Elements as set forth in Article VI hereof; provided, however, that the "Operating Expenses" under

the Declaration and the Association Expenses under the Replat Declaration shall be allocated as set forth in those documents.

VIII VOTING RIGHTS OF UNIT OWNERS

The owner or owners, collectively, of the fee simple title of record of each Unit shall be entitled to one (1) vote per Unit in the Association as to the matters on which a vote by Unit Owners is taken as provided in the Section A Documents and the Act.

IX EASEMENTS

A. Easements in Other Section A Condominiums

Developer declares that the Unit Owners and the owners of Units in each Section A Condominium shall have the right to use and enjoy the walks and other rights-of-way, if any, comprising a portion of the Common Elements within each such condominium and the Condominium, and each Condominium Declaration shall provide appropriate easement provisions to effect this plan.

B. Perpetual Nonexclusive Easement to Public Ways

The walks and other rights-of-way in this Condominium, if any, as shown on the Survey or hereafter located within this Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same and, pursuant to the Replat Declaration, to, over and across the Association Property and Section A Recreation Area and, pursuant to the Declaration, to, over and across the Corporation Property and the Recreation Parcels, to public ways, including dedicated streets, which easement is hereby created in favor of all the Unit Owners in the Condominium and owners of units in all Section A Condominiums and all "Sharing Owners" (as defined in the Replat Declaration) now or hereafter existing and the owners of any portion of Whisper Walk for their use and for the use of their family members, guests, invitees or licensees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Elements and all easements over and upon same. Notwithstanding anything to the contrary contained in this paragraph, the easements described and set forth in this paragraph are intended to comply with Section 718.104(4) (m) of the Act.

C. Easements and Cross-Easements on Common Elements

Inasmuch as the Condominium constitutes a part of Whisper Walk, the Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the balance of Whisper Walk and the owner or owners of any portions thereof, their family members, guests, invitees or licensees, the Association, and such appropriate utility and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by Developer to and from all portions of Whisper Walk for ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and waste removal and the like and for all purposes incidental thereto. Developer

hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium and the balance of Whisper Walk.

D. Easement for Encroachments

All the Condominium Property shall be subject to easements for encroachments which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements. The above easements shall continue until such encroachments no longer exist.

X. PROVISION FOR APPORTIONMENT OF TAX
OR SPECIAL ASSESSMENT IF LEVIED AND
ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

A. In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Unit and its appurtenant undivided interest in Common Elements, as now provided by law (herein called the "New Total Tax"), then such New Total Tax shall be paid as a Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual budget of the Association or shall be separately levied and collected as a special assessment by the Association against all of the owners of all Units. Each Unit Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Unit Owner's percentage interest in the Common Elements. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Unit and its appurtenant undivided interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Unit and its appurtenant undivided interest in Common Elements.

B. All personal property taxes levied or assessed against personal property owned by the Association shall be paid by said Association and shall be included as a Common Expense in the annual budget of the Association.

XI PROVISIONS RELATING TO PROHIBITION
OF FURTHER SUBDIVISION

A. The space within any of the Units and Common Elements shall not be further subdivided. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

B. The provisions of Section 718.107 of the Act are specifically incorporated into this Subject Declaration.

XII PROVISIONS RELATING TO SEVERABILITY

If any provision of this Subject Declaration, any of the other Section A Documents or the Act is held invalid, the validity of the remainder of this Subject Declaration, the Section A Documents or of the Act shall not be affected.

XIII PROVISIONS RELATING TO INTERPRETATION

A. Article, Paragraph and subparagraph titles in this Subject Declaration are intended only for convenience and for ease of reference, and in no way do such titles define, limit or in any way affect this Subject Declaration or the meaning or contents of any material contained herein.

B. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

C. As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

D. In the event any Court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Subject Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be those of the incorporators of the Association.

XIV PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Unit Owner shall be governed by and shall comply with the Act and all of the Section A Documents as they may exist from time to time. Failure to do so shall entitle the Association, any Unit Owner or any mortgagee holding a mortgage encumbering any Unit to either sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Section A Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Section A Documents, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees at all trial and appellate levels as may be awarded by the Court.

XV PROVISIONS FOR ALTERATIONS OF UNITS BY DEVELOPER

A. Developer reserves the right to alter the interior design and arrangement of all Units and to alter the boundaries between the Units as long as Developer owns the Units so altered (which alterations in Developer's Units are hereinafter referred to as the "Alterations").

B. Any Alteration which increases or decreases the number of Units or alters the boundaries of the Common Elements (other than the interior walls

abutting Units owned by Developer) shall require an amendment of this Subject Declaration in the manner herein provided in Article XVI, which amendment shall, if appropriate, adjust the shares of the Common Elements, Common Expenses and Common Surplus. In the event that such amendment does not adjust the shares of the Common Elements, Common Expenses or Common Surplus, such amendment need be signed and acknowledged only by Developer and need not be approved by the Association, Unit Owners or lienors or mortgagees of the Units, whether or not such approvals are elsewhere required for an amendment of this Subject Declaration.

XVI. PROVISIONS FOR AMENDMENTS TO SUBJECT DECLARATION

A. Except as to the amendment described in Article XV hereof and the matters described in Paragraphs B., C., D., E., F. and G. of this Article XVI, this Subject Declaration may be amended at any regular or special meeting of the Unit Owners called and held in accordance with the By-Laws, by the affirmative vote of the owners of not less than sixty-seven percent (67%) of the Units, with the approval of the first mortgagee holding the highest dollar indebtedness on Units in the Condominium ("Lead First Mortgagee"), provided that any amendment shall be approved or ratified by a majority of the Board as a whole. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to Developer and to all holders of first mortgages of record on Units in the Condominium ("First Mortgagees") ("Mailing"). The amendment shall become effective upon the recording of the certificate amongst the Public Records of the County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by Developer and all First Mortgagees.

B. No amendment of this Subject Declaration shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus and Common Elements or the Unit's voting rights in the Association, unless all record owners of liens on the Unit join in the execution of the amendment. The said amendment shall be voted on at a special meeting of Unit Owners and shall be evidenced by a certificate joined in and executed by all the Unit Owners and the Lead First Mortgagee and recorded in the same manner as provided in Paragraph A. of this Article XVI.

C. Whenever it shall appear to the Association Board that there is a defect, error or omission in this Subject Declaration, or in other documentation required by law to establish this Condominium, the Association, through its Association Board, shall immediately call for a special meeting of the Unit Owners to consider amending this Subject Declaration or other documents, in accordance with Section 718.304 of the Act. Upon the affirmative vote of the owners of one-third (1/3) of the Units, with there being more positive votes than negative votes, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent pursuant to the Mailing. The amendment shall become effective upon the recording of the certificate amongst the Public Records of the County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by Developer and the Lead First Mortgagee.

D. No amendment shall be passed which shall impair or prejudice the rights or priorities of Developer, the Association or any First Mortgagee under this Subject Declaration and the other Section A Documents without the

specific written approval of Developer, the Association or any First Mortgagees affected thereby. Furthermore, no amendment shall be passed which shall alter or affect the obligations to comply with the covenants contained in Article XIX herein relative to the Plan for Development for Whisper Walk without the consents as required under such Article XIX.

E. Prior to the Majority Election Meeting, Developer may amend this Subject Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Unit Owners or the Association Board provided that such amendment does not materially and adversely affect a Unit Owner's property rights. This amendment shall be signed by Developer alone and a copy of the amendment shall be furnished to each Unit Owner, the Association and all First Mortgagees as soon after recording thereof amongst the Public Records of the County as is practicable.

F. Pursuant to Section 718.304 of the Act, amendments for the correction of scrivener's errors or other nonmaterial changes may be made by the affirmative vote of two-thirds (2/3) of the Association Board and without the consent of the Unit Owners or their mortgagees or lienors.

G. The Articles, By-Laws, Replat Declaration and Declaration shall be amended as provided in such documents.

XVII PROVISIONS SETTING FORTH THE RIGHT OF DEVELOPER TO SELL OR LEASE UNITS OWNED BY IT

Developer reserves and shall have the right to enter into and transact on the Condominium Property and other portions of Section A any business necessary to consummate the sale, lease or encumbrance of Units or other residential units being developed and sold by Developer in other portions of Whisper Walk, including the right to maintain models and a sales office, place signs, employ sales personnel, use the Common Elements and show Units and including the right to carry on construction activities of all types necessary to construct other Section A Condominiums pursuant to the plan for development as set forth in Article II of the Replat Declaration. Any such models, sales office, signs and any other items pertaining to such sales efforts shall not be considered a part of the Common Elements and shall remain the property of Developer. This Article XVII may not be suspended, superseded or modified in any manner by any amendment to this Subject Declaration, unless such amendment is consented to in writing by Developer. This right of use and transaction of business as set forth herein may be assigned in writing by Developer in whole or in part.

XVIII PROVISIONS RELATING TO ASSOCIATION TO ACQUIRE INTERESTS AND ENTER INTO AGREEMENTS AND COVENANTS

The Corporation has entered into the Declaration and the Agreement for Operating Central Leasehold Interest and the Association has entered into the Replat Declaration and the Agreement for Operating Section A Leasehold Interest which constitute agreements contemplated by Section 718.114 of the Act. In accordance with the Plan for Development of Whisper Walk and Section A in particular, these documents, as well as the Long Term Recreation Lease executed by Developer and each Unit Owner, are incorporated herein by reference and hereby made a part hereof. The Operating Expenses and Association Expenses, including the taxes, insurance, repair and maintenance

of the facilities located upon the applicable property, are expenses of the Association to be allocated to the Unit Owners and collected as provided in the aforesaid documents.

XIX PROVISIONS RELATING TO TERMINATION

A. Because the Condominium is part of the plan for development of Section A ("Plan for Development") which is a stage in the development of Whisper Walk; because Developer, as owner of the Land, has declared and granted certain use and easement rights to unit owners in every Section A Condominium; because the Unit Owners of the Condominium will have certain use and easement rights in certain of the common elements of other Section A Condominiums; and further, because the Unit Owners of the Condominium and owners of units in other Section A Condominiums are obligated to pay a proportionate share of the expenses of the Association, each Unit Owner, his grantees, successors and assigns hereby consents to such Plan for Development and covenants and agrees to comply with any rights and obligations with respect thereto provided in the Section A Documents, including any and all easement rights declared and granted thereunder to owners of units of other Section A Condominiums and the affirmative covenant to pay a proportionate share of the expenses of the Association, which covenants and agreements shall be covenants running with the Condominium Property and shall not end upon termination of the Condominium, but shall continue and shall be enforceable as provided in Paragraph E. of this Article XIX.

B. In order to preserve the Plan for Development, the preservation of which is acknowledged as being for the benefit of the Condominium Property and Section A and in the best interest of the Association, the Unit Owners and their grantees, successors and assigns, it is hereby covenanted and agreed that no amendment of the Plan for Development or termination of this Subject Declaration shall be made for a period of twenty-five (25) years from the date of recordation of this Subject Declaration, or if made within such period, shall not be effective if in the judgment of Developer, the Association or any Lead First Mortgagee such amendment alters or in any way affects such Plan for Development or the covenants, rights and obligations set forth in Paragraph A. of this Article XIX without the prior written consent to such amendment or termination by the Association, Developer and the Lead First Mortgagee.

C. In the event the Condominium is terminated in accordance with and pursuant to the provisions of this Subject Declaration, or if such provisions shall not apply for any reason pursuant to law Developer declares, and all Unit Owners by taking title to a Unit covenant and agree, that the documents providing for such termination shall require (i) that any improvements upon what now comprises the Condominium Property shall be for residential use only and shall contain residential dwelling units of a number not in excess of the number of Units in the Condominium and (ii) that, unless otherwise consented to by seventy-five percent (75%) of the owners of units in each of the Section A Condominiums, the Unit Owners of the Condominium (as tenants in common of the Condominium Property as set forth in Paragraph E. of this Article XIX) shall remain obligated to pay their share of the Operating Expenses and Association Expenses, which will continue to be allocated to the Condominium Property in the manner provided in the Section A Documents as fully as though the Condominium were never terminated, and the obligation to make such payments shall be enforceable by all of the remedies provided for in this Subject Declaration, including a lien on the Land, including the portion now designated as Units under the Section A Documents.

D. This Subject Declaration may be terminated by the affirmative written consent of the Owners of seventy-five percent (75%) of the Units and the written consent of the Lead First Mortgagee encumbering Units in the Condominium; provided, however, that the Association Board consents to such termination by a vote of three-fourths (3/4) of the entire Association Board taken at a special meeting called for that purpose and provided further that the members of the Association consent to such termination by a vote of three-fourths (3/4) of all of the members taken at a special meeting of the members called for that purpose.

E. In the event of the termination of the Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Unit Owners, pro rata, in accordance with the percentage each Unit Owner shares in the Common Elements, as provided in this Subject Declaration; provided, however, each Unit Owner shall continue to be responsible and liable for his share of Operating Expenses and Association Expenses in accordance with the provisions of the Replat Declaration, the Declaration, and any and all lien rights provided for in this Subject Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective undivided shares of the Unit Owners thereof as tenants in common.

XX INCORPORATION OF AGREEMENT FOR OPERATING
SECTION A LEASEHOLD INTEREST, AGREEMENT
FOR OPERATING CENTRAL LEASEHOLD INTEREST,
LONG TERM RECREATION LEASE

All terms and provisions of the Agreement for Operating Section A Leasehold Interest, Agreement for Operating Central Leasehold Interest and Long Term Recreation Lease are hereby incorporated herein by reference and hereby made a part hereof.

XXI INCORPORATION BY REFERENCE OF PROVISIONS
OF THE REPLAT DECLARATION FOR
SECTION A OF WHISPER WALK

The following provisions of the Replat Declaration for Section A of Whisper Walk are incorporated herein by reference:

A. Membership and Voting Rights in the Association; Association Board (Article IV);

B. Covenant to Pay Assessments for Section A Operating Expenses; Establishment and Enforcement of Liens; Certain Rights of Developer and Mortgagees (Article V);

C. Method of Determining Assessments and Property and Owners to Assess (Article VI);

D. Insurance and Condemnation Proceedings (Article VIII);

E. Use and Maintenance of Condominium Property (Article IX);

F. Certain Activities Restricted or Prohibited Within Section A (Article XI);

G. Sales, Leases and Conveyances (Article XIII);

H. Provisions Setting Forth the Right of Developer to Sell or Lease Dwelling Units Owned by it Free of Restrictions Set Forth in Article XIII (Article XIV);

I. Parking Spaces (Paragraph N of Article XV);

J. Rights of Mortgagees (Paragraph P of Article XV).

IN WITNESS WHEREOF, Oriole-Boca, Inc., a Florida corporation, has caused these presents to be signed in its name by its President and its corporate seal affixed and attested to by its Assistant Secretary this 21st day of March, 1984.

WITNESSES:

Anthony M. Nunez
Bernard A. Belian

ORIOLE-BOCA, INC.

By: R. D. Levy
President

Attest: [Signature]
Secretary
(SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, R. D. LEVY, President and ANTONIO NUNEZ, Assistant Secretary, of ORIOLE-BOCA, INC., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of March, 1984.

Anthony M. Nunez
Notary Public

My Commission Expires:

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EXHIBIT A

LEGAL DESCRIPTION: CONDOMINIUM 84 OF SECTION A OF WHISPER WALK

A PARCEL OF LAND SITUATE IN SECTION 5, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF TRACT D OF WHISPER WALK SECTION A, PLAT NO.2 (PART OF A P.U.D.), AS RECORDED IN PLAT BOOK 47 ON PAGES 119 THROUGH 121 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT D; THENCE S89°55'48"E, ALONG THE SOUTH LINE OF SAID TRACT D, A DISTANCE OF 417.93 FEET; THENCE N00°04'12"E, DEPARTING FROM SAID TRACT LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

FROM THE POINT OF BEGINNING; THENCE N00°04'12"E A DISTANCE OF 61.67 FEET; THENCE S89°55'48"E A DISTANCE OF 115.33 FEET; THENCE S00°04'12"W A DISTANCE OF 61.67 FEET; THENCE N89°55'48"W A DISTANCE OF 115.33 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.163 ACRES MORE OR LESS.

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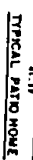
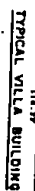
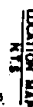
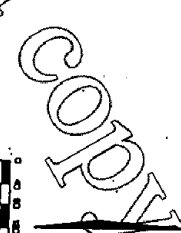
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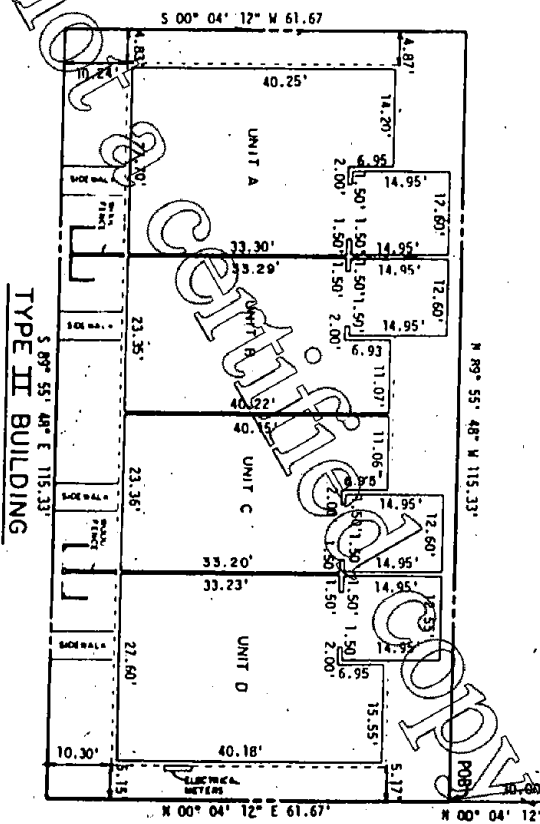
OF IMPROVEMENTS



Meridian
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EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF CONDOMINIUM 84 OF SECTION A OF WHISPER WALK



LEGAL DESCRIPTION: CONDOMINIUM 84 OF SECTION A OF WHISPER WALK

A PARCEL OF LAND SITUATE IN SECTION 5, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF TRACT D OF WHISPER WALK SECTION A, PLAT NO. 2 (PART OF A P.U.D.), AS RECORDED IN PLAT BOOK 47 ON PAGES 119 THROUGH 121 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT D; THENCE S89°55'48"E, ALONG THE SOUTH LINE OF SAID TRACT D, A DISTANCE OF 417.93 FEET; THENCE N00°04'12"E, DEPARTING FROM SAID TRACT LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

FROM THE POINT OF BEGINNING; THENCE N00°04'12"E A DISTANCE OF 61.67 FEET; THENCE S89°55'48"E A DISTANCE OF 115.33 FEET; THENCE S00°04'12"N A DISTANCE OF 61.67 FEET; THENCE N89°55'48"W A DISTANCE OF 115.33 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.163 ACRES MORE OR LESS

REV. FINAL TIE-IN COMPLETED ON 11-10-04

SHEET 2 OF 4

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Surveying and Mapping Inc.	
DATE: 11-10-04	BY: [Signature]
SURVEY, LOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS	

5420D 9044B

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CONDOMINIUM 84 OF
SECTION A OF WHISPER WALK

SURVEYOR'S CERTIFICATE

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING CONDOMINIUM 84 OF SECTION A OF WHISPER WALK, IS SUBSTANTIALLY COMPLETE SO THAT THIS EXHIBIT "B", CONTAINING THE SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

GENERAL NOTATIONS:

1. ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM (1929 NGVD) AND ARE EXPRESSED IN FEET.
2. THE PROPOSED DIMENSIONS OF ALL BUILDINGS WERE COMPILED FROM PLANS AND DATA PREPARED BY GEORGE C. WIESMAN, ARCHITECT.
3. THE PROPOSED FINISHED FLOOR ELEVATION OF THE FIRST FLOOR OF EACH BUILDING WAS PROVIDED BY WANTMAN & ASSOCIATES, INC., CONSULTING ENGINEERS.
4. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
5. THE DEFINITIONS SET FORTH IN THE DECLARATION OF CONDOMINIUM ARE INCORPORATED HEREIN.

DESCRIPTION OF UNITS:

EACH UNIT SHALL CONSIST OF THAT PART OF THE BUILDING CONTAINING SUCH UNIT WHICH LIES WITHIN THE THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES ARE FURTHER DEFINED AS FOLLOWS:

1. UPPER AND LOWER BOUNDARIES:

THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED AS HORIZONTAL PLANES, WHEN NECESSARY, TO INTERSECT WITH THE PERIMETRICAL BOUNDARIES DESCRIBED BELOW.

- A. THE UPPER BOUNDARY SHALL BE THE LOWER SURFACE OF THE UNFINISHED CEILING SLAB.
- B. THE LOWER BOUNDARY SHALL BE THE UPPER SURFACE OF THE UNFINISHED FLOOR SLAB, AND THE UNFINISHED PORCH FLOOR SLAB AND/OR UNFINISHED PATIO FLOOR SLAB.

SHEET 3 OF 4

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(305) 422-4655

2. PERIMETRICAL BOUNDARIES:

THE PERIMETRICAL BOUNDARIES OF A UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED AS VERTICAL PLANES, WHEN NECESSARY, TO INTERSECT WITH THE UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE.

A. EXTERIOR BUILDING WALLS:

THE PERIMETRICAL BOUNDARY SHALL BE THE INNERMOST UNFINISHED SURFACE OF THE EXTERIOR WALL OF THE BUILDING CONTAINING SUCH UNIT AND WHEN THERE IS ATTACHED TO THE UNIT A PORCH AND/OR PATIO, SAID BOUNDARIES SHALL BE THE VERTICAL PLANES WHICH ENCOMPASS ALL SUCH STRUCTURES.

B. INTERIOR BUILDING WALLS:

THE PERIMETRICAL BOUNDARY SHALL BE THE INNERMOST UNFINISHED SURFACE OF THE INTERIOR WALLS SEPARATING UNITS.

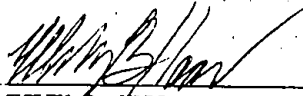
3. EXCLUDED FROM UNITS:

THE UNIT SHALL NOT INCLUDE THE FOLLOWING ITEMS WHICH SHALL BE CONSIDERED AS COMMON ELEMENTS:

- A. UTILITY SERVICES WHICH MAY BE CONTAINED WITHIN THE UNIT BOUNDARIES BUT WHICH SERVE UNITS OTHER THAN, OR IN ADDITION TO, THE UNIT WHICH CONTAINS SAID SERVICES.
- B. COLUMNS, PARTITIONS, OR ANY OTHER PORTION OF THE BUILDING WHICH CONTRIBUTES TO THE SUPPORT OF SAID BUILDING.

DESCRIPTION OF COMMON ELEMENTS:

- 1. ALL LAND AND ALL PORTIONS OF THE CONDOMINIUM PROPERTY NOT CONTAINED WITHIN A UNIT, EXCEPT AS SPECIFIED ABOVE.
- 2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- 3. ALL CONDUITS AND WIRES TO OUTLETS, ALL UTILITY LINES TO OUTLETS, AND ALL WASTE DISPOSAL PIPES, REGARDLESS OF LOCATION.
- 4. THE SIDEWALKS AND WOOD FENCES LOCATED NEAR THE FRONT ENTRANCES OF THE UNITS.
- 5. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN ARTICLE IX OF THE DECLARATION OF CONDOMINIUM.
- 6. THE FENCES SEPARATING THE PATIOS ARE LIMITED COMMON ELEMENTS AND ARE FOR THE EXCLUSIVE USE OF THE RESPECTIVE UNITS ADJACENT THERETO IN ACCORDANCE WITH ARTICLE V OF THE DECLARATION OF CONDOMINIUM.


WESLEY B. HAAS
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 3708

DATE 11/14/94

SHEET 4 OF 4

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EXHIBIT C

BY-LAWS

OF

WHISPER WALK SECTION A ASSOCIATION, INC.

Section 1. Identification of Association

These are the By-Laws of WHISPER WALK SECTION A ASSOCIATION, INC. ("Association"), as duly adopted by its Board of Directors ("Association Board"). The Association is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering "Section A" located upon a portion of the planned residential development known as "Whisper Walk" which is being developed on the real property described on Exhibit A to the Declaration of Protective Covenants and Restrictions for Whisper Walk.

1.1 The office of the Association shall be for the present at 1151 N. W. 24th Street, Pompano Beach, Florida 33064, and thereafter may be located at any place designated by the Association Board.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida" and the words "Corporation Not-For-Profit."

Section 2. Definitions

All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the date of filing of the Condominium Documents with the Division of Florida Land Sales and Condominiums ("Act"), and for clarification certain terms shall have the meanings ascribed to them in the Articles of Incorporation of the Association ("Association Articles"). All terms defined in the Association Articles shall be in quotation marks with initial capital letters the first time that each term appears in these "Association By-Laws."

Section 3. Membership in the Association; Members' Meetings; Voting and Proxies

3.1 The qualification of "Members," the manner of their admission to "Membership" in the Association and the manner of termination of such Membership shall be as set forth in Article IV of the Association Articles.

3.2 The Members shall meet annually at the office of the Association or such other place in Broward or Palm Beach County, Florida, at such time in the month of March as determined by the Association Board and as designated in the notice of such meeting ("Annual Members' Meeting") commencing with the year following the year in which the "Condominium Declaration" for the first "Section A Condominium" in Section A is recorded. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Association Board (subject to the provisions of Article IX of the Association Articles) and transact any other business authorized to be transacted by the Members.

3.3 Special meetings of the Members or of "Class Members" (as described in Paragraph E. of Article IV of the Association Articles) shall be

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held at any place within the State of Florida whenever called by the President or Vice President or by a majority of the Association Board. A special meeting must be called by the President or Vice President upon receipt of a written request from one-third (1/3) of all of the Members or, as to any Class Members, upon receipt of a written request from one-third (1/3) of such Class Members.

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 the required 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 forty (40) days prior to the date of a special meeting. The post office certificate of mailing shall be retained as proof of such mailing. The notice shall state the time and place of the meeting of Members to take place within the State of Florida and the object for which the meeting is called and shall be signed by an officer of the Association. Further, notice of all meetings of Members shall be posted at a conspicuous place on the "Condominium Property" of each of the Section A Condominiums at least fourteen (14) days prior to the meeting. If a meeting of the Membership, either Annual or special, is one which by express provision of the Act or the "Section A Documents" there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provision of this Section 3.4, then the aforesaid express provision shall govern.

3.5 The Members or the Class Members may, at the discretion of the Association Board, act by written agreement in lieu of a meeting, provided written notice of the matter or matters to be agreed upon is given to the Members or Class Members at the addresses and within the time periods set forth in Section 3.4 herein or duly waived in accordance with such Section. The decision of the majority of the Members or Class Members (as evidenced by written response to be solicited in the notice) shall be binding on the Members or Class Members, as the case may be, provided a quorum of the Members or Class Members submits a response. The notice shall set forth a time period during which time a response must be made by a Member.

3.6 A quorum of the Membership shall consist of persons entitled to cast a majority of the votes of the entire Membership. A quorum of any meeting of Class Members shall consist of persons entitled to cast a majority of the votes of such Class Members. A Member may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or represented by written "Proxy" (as hereinafter defined) shall be required to decide the question. However, if the question is one upon which, by express provision of the Act or the Section A Documents, requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Members or Class Members cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice

provisions for the adjournment shall, subject to the Act, be as determined by the Association Board.

3.8 Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and "Directors" at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.9 Voting rights of Members shall be as stated in the Condominium Declaration and the Association Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in the Member's place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any lawful adjournments thereof; provided, however, that no Proxy shall be valid for a period longer than as may be specified in the Act. A Proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.10 At any time prior to a vote upon any matter at a meeting of the Membership or Class Members, any Member may demand the use of a secret written ballot for the voting on such matter. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

Section 4. Board of Directors; Directors' Meetings

4.1 The form of administration of the Association shall be by an Association Board of not less than three (3) nor more than seven (7) Directors. Notwithstanding any provision in the Section A Documents to the contrary, Directors need not be Members of the Association.

4.2 The provisions of the Association Articles setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference. Directors elected by the Members in accordance with Article IX of the Association Articles shall be elected by a plurality of votes cast by the Members entitled to vote at an Annual Members' Meeting or special meeting of the Members.

4.3 Subject to Section 4.5 below and the rights of "Developer" as set forth in the Association Articles and as set forth in Section 4.5(c) below, vacancies on the Association Board shall be filled by person(s) selected by the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting and shall serve for the term prescribed in Section 4.4 of these Association By-Laws.

4.4 The term of each Director's service shall extend until the next Annual Members' Meeting and thereafter, until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided herein.

4.5 (a) A Director elected by the "Purchaser Members," as provided in the Association Articles, may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Purchaser Members at a special meeting of the Purchaser Members with or without cause. A meeting of Purchaser Members to so remove a Director elected by them shall be held, subject to the notice provisions of Section 3.4 hereof, upon the written re-

quest of ten percent (10%) of the Purchaser Members. However, before any Director is removed from office, he shall be notified in writing at least two (2) days prior to the meeting at which the motion to remove him will be made, and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal.

(b) Purchaser Members shall elect, at a special meeting or at the Annual Members' Meeting, persons to fill vacancies on the Association Board caused by the removal of a Director elected by Purchaser Members pursuant to Section 4.5(a) above.

(c) A Director on the "First Board" or a Director designated by Developer as provided in the Association Articles may be removed only by Developer in its sole discretion and without any need for a meeting or vote. Developer shall have the unqualified right to name a successor for any Director on the First Board or designated and thereafter removed by it or for any vacancy on the Association Board as to a Director designated by it, and Developer shall notify the Association Board as to any such removal or vacancy, the name of the successor Director and the commencement date for the term of such successor Director.

4.6 The organizational meeting of the newly elected Association Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

4.7 Regular meetings of the Association Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Association Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice of the time and place of regular and special meetings of the Association Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Association Board meeting shall be posted conspicuously within Section A at least forty-eight (48) hours in advance for the attention of Members. Notice of any meeting where any assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9 A quorum of the Association Board shall consist of the Directors entitled to cast a majority of the votes of the entire Association Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Association Board, except as specifically provided otherwise in the Condominium Declaration, Association Articles or elsewhere herein. If at any meetings of the Association Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Association Board.

4.10 The presiding officer at Association Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11 Directors shall not receive any compensation for their services.

4.12 Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times.

4.13 The Association Board shall have the power to appoint executive committees of the Association Board consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Association Board as may be delegated to such executive committee by the Association Board.

4.14 Meetings of the Association Board shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Member shall not be entitled to participate in the meeting, but shall only be entitled to act as an observer. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meeting or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Association Board any person who is not able to provide sufficient proof that he is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Association, including those existing under the Act and the Section A Documents shall be exercised by the Association Board. Such powers and duties of the Association Board shall be exercised in accordance with the provisions of the Act and the Section A Documents and shall include, but not be limited to, the following:

5.1 Making and collecting assessments (Both "Special Assessments" and "Annual Assessments" as such terms are hereinafter defined) against Members to defray the costs of "Common Expenses" and "Association Expenses." Assessments shall be collected by the Association through payments made directly to it by the Members as set forth in the "Replat Declaration."

5.2 Using the proceeds of assessments in the exercise of the powers and duties of the Association and the Association Board.

5.3 Maintaining, repairing and operating the Condominium Property of each of the Section A Condominiums, all "Association Property" and the "Section A Recreation Area" (in accordance with the "Agreement for Operating Section A Leasehold Interest").

5.4 Reconstructing improvements after casualties and losses and making further authorized improvements on the Condominium Property of each of the Section A Condominiums and the Association Property.

5.5 Making and amending rules and regulations with respect to the use of the Condominium Property of each of the Section A Condominiums, the Asso-

ciation Property and Section A Recreation Area.

5.6 Enforcing by legal means the provisions of the Section A Documents and the applicable provisions of the Act.

5.7 Contracting for the management and maintenance of the Condominium Property of each of the Section A Condominiums and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of "Common Elements" (as defined in a Condominium Declaration) and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Section A Documents and the Act including, but not limited to, the making of assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

5.8 Paying taxes and assessments which are or may become liens against the Common Elements, Dwelling Units and other property owned by the Association, if any, and assessing the same against Dwelling Units which are or may become subject to such liens.

5.9 Purchasing and carrying insurance for the protection of "Owners" and the Association against casualty and liability in accordance with the Act and the Section A Documents.

5.10 Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property of each of the Section A Condominiums, the Association Property and the Section A Recreation Area and not billed directly to owners of individual Dwelling Units.

5.11 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

5.12 Approving or disapproving of proposed purchasers and lessees of Dwelling Units by gift, devise, or inheritance and other transferees in accordance with the provisions set forth in the Replat Declaration.

5.13 Making "Available" (as hereinafter defined) to Owners and "First Mortgagees" current copies of the Declaration, Articles, By-Laws, Rules and Regulations and all books records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under all reasonable circumstances.

5.14 The Association Board shall not concern itself with the customary day-to-day operational decisions of the Association. These decisions shall be the province of the President of the Association as set forth in Section 6.2. The Association Board shall be responsible only for major decisions of the Association.

Section 6. Officers of the Association

6.1 Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Association Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Association Board. Any officer may be removed without cause from office by vote of the

Directors at any meeting of the Association Board. The Association Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Association Board shall find to be required to manage the affairs of the Association.

6.2 The President, who shall be a Director, shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a condominium association including, but not limited to, the power to appoint committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. He shall preside at all meetings of the Association Board and the Members. The President shall have the power to make all decisions necessary to be made for the customary day-to-day operation of the Association.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Association Board. In the event there shall be more than one Vice President elected by the Association Board, then they shall be designated "First," "Second," etc. and shall exercise the powers and perform the duties of the Presidency in such order.

6.4 The Secretary shall cause to be kept the minutes of all meetings of the Association Board, the Members and Class Members, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Association Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall otherwise assist the Treasurer.

6.6 Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Association Board. This provision shall not preclude the Association Board from employing a Director or an officer as an employee of the Association or preclude the contracting with a Director or an officer for the management of all or any portion of the Condominium Property of each of the Section A Condominiums or the Association Property.

Section 7. Accounting Records; Fiscal Management

7.1 The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by Members and owners of first mortgages on Apartments or their authorized representatives at reasonable times. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within sixty (60) days

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of the date of the inspection. Written summaries of the accounting records shall be supplied at least annually to the Members or their authorized representatives. Such records shall include: (i) a record of all receipts and expenditures; (ii) an account for each Dwelling Unit which shall designate the name and address of the Owner, the amount of each assessment charged to the Dwelling Unit, the amounts and due dates for each assessment, the amounts paid upon the account and the balance due; and (iii) an account indicating the Common Expenses and Association Expenses allocated under the budget of the Association ("Budget") and the expenses of each kind actually incurred during the course of the fiscal year.

7.2 (a) The Association Board shall adopt the Budget for the Common Expenses for the Section A Condominiums and Association Expenses of the Association for each forthcoming fiscal year at a special meeting of the Association Board ("Budget Meeting") called for that purpose during the first two (2) weeks of November of every calendar year. 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

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) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members.

(b) The Association Board may also include in the proposed Budget a sum of money as an assessment for the making of betterments to the Condominium Property of each of the Section A Condominiums and the Association Property and for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. This sum of money so fixed may then be levied upon the Members by the Association Board as a "Special Assessment" and shall be considered an "Excluded Expense" under Section 7.3(a) hereof. In addition, the Association Board shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property of each of the Section A Condominiums and Association Property. The reserve accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This sum of money shall also be considered an Excluded Expense under Section 7.3(a) hereof. Notwithstanding anything contained herein, the Members may by a majority vote of the Members present at a duly called meeting determine for a particular year to budget no reserves or reserves less adequate than required herein.

(c) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Common Expenses and Association Expenses which cover more than a calendar year; (iv) assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all unpaid operating expenses previously incurred; and (v) expenses incurred in a calendar year shall be charged against income for the same calendar year, regardless of when the bill for such expenses is received. Notwithstanding the foregoing, Individual Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. Accounting records shall be maintained by the Association and shall conform to generally accepted accounting standards and principles.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Association Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Association Board.

(e) A report of the actual receipts and expenditures of the Association for the previous twelve (12) months shall be prepared annually by an accountant or Certified Public Accountant and a copy of such report shall be furnished in accordance with the Act to each Member not later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at the last known address shown on the books and records of the Association. The holder, insurer or guarantor of any first mortgage upon a Dwelling Unit shall be entitled, upon written request therefor, to receive audited financial statements of the Association for the prior fiscal year without charge.

(f) No Association Board shall be required to anticipate revenue from assessments or expend funds to pay for Common Expenses or Association Expenses not included in the Budget or which shall exceed budgeted items, and no Association Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater expenses than income from assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment to be levied by the Association Board as otherwise provided in the Replat Declaration.

7.3 Until the provisions of Section 718.112(2)(f) of the Act relative to the Members' approval of a Budget requiring assessments against the Members in excess of one hundred fifteen percent (115%) of such assessments for the Members in the preceding year are declared invalid by the courts, or until amended by the Florida Legislature, the following shall be applicable (however, if such amendment merely substitutes another amount for one hundred fifteen percent (115%), then such new amount shall be substituted for one hundred fifteen percent (115%) each time it is used in this Section 7.3):

(a) Should the Budget adopted by the Association Board at the Budget Meeting require assessments against all the Members generally or against any Class Members of an amount not greater than one hundred fifteen percent (115%) of such assessments for the prior year, the Budget shall be

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deemed approved by all Members. If, however, the assessments required to meet the Budget exceed 115% of such assessments for the Membership or Class Members for the preceding year ("Excess Assessment"), then the provisions of Subsections 7.3(b) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses ("Excluded Expenses") as follows:

(i) Reserves for repair or replacement of any portion of the Condominium Property or the Association Property;

(ii) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and

(iii) Assessments for betterments to the Condominium Property of any or all of the Section A Condominiums or the Association Property.

(b) Should the Excess Assessment be adopted by the Association Board, then upon written application requesting a special meeting signed by ten percent (10%) or more of the Members (if all Members are affected by the Excess Assessment) or of the particular Class Members (if only they are affected by the Excess Assessment; such Members or Class Members, as the case may be, are hereinafter referred to as the "Affected Members") delivered to the Association Board within twenty (20) days after the Budget Meeting, the Association Board shall call a special meeting to be held upon not less than ten (10) days' written notice to each Affected Member, but within thirty (30) days of the delivery of such application to the Association Board. At said special meeting, the Affected Members may consider and enact a revision of the Budget. The enactment of a revision of the Budget shall require approval of not less than two-thirds (2/3) of the Affected Members. If a revised Budget is enacted at said special meeting, then the revised Budget shall be the final Budget, or if a revised Budget is not enacted at the special meeting, then the Budget originally adopted by the Association Board shall be the final Budget as to the Affected Members. If no written application is delivered as provided herein, then the Budget originally adopted by the Association Board shall be the final Budget.

7.4 Allocation of Common Expenses and Association Expenses; Determination of Annual Assessment

(a) The Budget constitutes an estimate of the expenses of the Association. This estimate of the portion of the expenses of the Association constituting Section A Operating Expenses shall be apportioned equally among the Section A Contributing Units" (as defined in the Replat Declaration) by dividing the total anticipated Section A Operating Expenses by the total number of Section A Contributing Units. The resulting total shall constitute the "Individual Assessment" for such Dwelling Unit. Association Expenses shall be allocated equally to each Dwelling Unit.

(b) Notwithstanding the allocation to each Dwelling Unit of its Individual Assessment, an Owner shall also be liable for any Special Assessments levied by the Association Board against his Dwelling Unit as provided in the Replat Declaration. The Association shall collect Individual and Special Assessments from an Owner in the manner set forth in the Replat Declaration.

Section 8. Rules and Regulations

The Association Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Section A

Condominiums and the Association Property at any meeting of the Association Board; provided such rules and regulations are not inconsistent with the Section A Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Owners at the last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Section A Documents or the Act. In the event of a conflict, the provisions of the Section A Documents and the Act shall govern.

Section 10. Amendments of the By-Laws

10.1 These Association By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the Members and the affirmative approval of a majority of the Association Board at a regular or special meeting of the Association Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Association Board and/or Members at which such amendment is proposed.

10.2 An amendment may be proposed by either the Association Board or by the Members, and after being proposed and approved by one of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

10.3 No modification or amendment to these Association By-Laws shall be adopted which would affect or impair the priority of any holder of a first mortgage on a Dwelling Unit, the validity of the mortgage held by such first mortgagee or any of the rights of Developer.

WHISPER WALK SECTION A ASSOCIATION, INC.

By: Robert Young
ROBERT YOUNG, President

Attest: Antonio Nunez
ANTONIO NUNEZ, Secretary
(SEAL)

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