

EXHIBIT A  
TO  
REPLAT DECLARATION  
FOR  
SECTION A OF WHISPER WALK

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WHISPER WALK SECTION A ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 27, 1983.

The charter number for this corporation is 768177.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
2nd day of May, 1983.



CER-101

George Firestone  
Secretary of State

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ARTICLES OF INCORPORATION

OF

WHISPER WALK SECTION A ASSOCIATION, INC.  
(A Florida Corporation Not-For-Profit)

FILED  
APR 27 2 23 PM '83  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

The terms contained in these Articles of Incorporation which are contained in the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the date of filing of the "Section A Documents" (as hereinafter defined) with the Division of Florida Land Sales and Condominiums ("Act"), shall have the meaning of such terms set forth in such Act, and the following terms will have the following meanings:

A. "Dwelling Unit" means "unit" as described in the Act and is that portion of the "Condominium Property" within a "Section A Condominium" (as such terms are hereinafter defined) which is subject to exclusive ownership.

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

C. "Developer" means Oriole-Boca, Inc., a Florida corporation, its successors and assigns. An Owner shall not, solely by the purchase of a Dwelling Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Section A Documents unless such 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.

D. "Association" means Whisper Walk Section A Association, Inc., a Florida corporation not-for-profit, organized to administer "Section A" (as hereinafter defined) and having as its members the Owners.

E. "Association Articles" means this document.

F. "Association By-Laws" means the By-Laws of the Association.

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

H. "Section A Documents" means in the aggregate each Condominium Declaration, the Association Articles and Association By-Laws, the "Replat Declaration" (as hereinafter defined) and all of the instruments and documents referred to therein and executed in connection with a Section A Condominium.

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 Board" means the Board of Directors of the Association.

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

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L. "Declaration" means that certain Declaration of Protective Covenants and Restrictions for Whisper Walk to be recorded amongst the Public Records of Palm Beach County, Florida ("County").

M. "Association Property" means such portions of the "Nonresidential Property" within Section A as are dedicated to the Association in a "Replat" (as such terms are defined in the Declaration) or to be conveyed to the Association pursuant to the Replat Declaration. For clarification, Association Property does not include the "Section A Recreation Area" (as that term is defined in the Replat Declaration).

N. "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

2. "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" and 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.

O. "Condominium Property" means the land which has been submitted to condominium ownership pursuant to a Condominium Declaration and all improvements thereon.

P. "Replat Declaration" means that certain Replat Declaration for Section A of Whisper Walk to be recorded amongst the Public Records of the County.

Q. "Section A" means Parcels 6 and 7 of the BOUNDARY PLAT OF WHISPER WALK, as recorded in Plat Book 43 at Pages 189-191 of the Public Records of the County.

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

S. "Whisper Walk" means the multiphased, planned community known as "Whisper Walk" planned for development as more particularly described in the Declaration.

T. "Member" means member of the Association.

U. "Agreement for Operating Section A Leasehold Interest" means the agreement pursuant to which the Association shall be required to operate and administer the Section A Recreation Area for the Members.

V. "Long Term Recreation Lease" or "Lease" means the several documents whereby certain real property and the facilities located or to be located thereon, as more particularly described therein, are leased to each Member, the form of which is attached to the Agreement for Section A Leasehold Interest.

## ARTICLE I

### NAME

The name of this corporation shall be WHISPER WALK SECTION A ASSOCIATION, INC. whose present address is 1151 N. W. 24th Street, Pompano Beach, Florida 33064.

## ARTICLE II

### PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

#### A. Statement of the Plan of Development

1. Developer is the owner in fee simple of certain real property located in the County, more particularly described in the Replat Declaration as "Section A." Developer has established the plan set forth in this Article II for the development of Section A ("Plan"). Developer intends to construct upon Section A a maximum of three hundred thirty-two (332) Dwelling Units ("Total Dwelling Units") and certain other improvements and to submit the same to condominium ownership. It is intended that each building within which Dwelling Units are located ("Building") will be submitted to condominium ownership as a separate Section A Condominium by the recording of a Condominium Declaration for that particular Building and its appurtenances. As set forth in the Plan, Developer also intends to set aside a certain land area in Section A, and to construct thereon certain improvements for the use of Owners, which land area and improvements ("Section A Recreation Area") are described in the Replat Declaration. The Section A Recreation Area shall be leased to the Members on a nonexclusive basis pursuant to the Lease and operated and maintained by the Association pursuant to the Agreement for Operating Section A Leasehold Interest. The balance of Section A (being all of Section A other than the Residential Property and the Section A Recreation Area) also includes land areas which are comprised of "Grassed Areas," "Parking Areas" and "Drives," all as described in the Replat Declaration and collectively referred to as the "Association Property." The Association shall ultimately be conveyed ownership of the Association Property as provided in Paragraph D. of Article III of the Replat Declaration. Developer further intends that easements shall be established across, over, under and upon the Residential Property, including the condominium property of each Section A Condominium, the Section A Recreation Area and the Association Property in order to provide means of ingress, egress and for other purposes for the convenience and benefit of members of the Association, their family members, guests, licensees and invitees and other parties as set forth in the Replat Declaration.

#### B. Purpose of the Association

The purpose for which this Association is organized is to maintain, operate and manage all of Section A, including the Section A Condominiums, the Section A Recreation Area and all Association Property and to operate, lease, trade, sell and otherwise deal with the personal and real property thereof.

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C. Membership in the Corporation

The Association shall also be an "Association Member" of Whisper Walk Association, Inc. ("Corporation") as described in the Articles of Incorporation of the Corporation. The Corporation has been organized for the purpose of administering the covenants and obligations relating to certain land areas in Whisper Walk ("Corporation Property"), the use of which is shared by all owners at Whisper Walk as set forth in the Declaration. All Members of the Association acquire the benefits as to use of the Corporation Property, the "Central Recreation Area" and the obligation to pay "Operating Expenses" (all as described in the Declaration).

ARTICLE III

POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of the Section A Documents or the Act.

B. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to, the following:

(1) to make, establish and enforce reasonable rules and regulations governing the Section A Condominiums and the use of Dwelling Units therein, other Condominium Property, the Section A Recreation Area, and the Association Property;

(2) to enter into the Agreement for Operating Section A Leasehold Interest and carry out its undertakings with regard to the Section A Recreation Area;

(3) to make, levy, collect and enforce assessments against Owners to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Section A Condominiums, the Section A Recreation Area, and the Association Property and the payment of Section A Operating Expenses in the manner provided in the Section A Documents, the Agreement for Operating Section A Leasehold Interest, and the Act and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association;

(4) to maintain, repair, replace and operate the Condominium Property of each of the Section A Condominiums, the Section A Recreation Area and all Association Property in accordance with the Section A Documents, the Agreement for Operating Section A Leasehold Interest, and the Act;

(5) to reconstruct improvements of the Condominium Property of each of the Section A Condominiums, the Section A Recreation Area, and any Association Property in the event of casualty or other loss;

(6) to enforce by legal means the provisions of the Section A Documents and the Agreement for Operating Section A Leasehold Interest;

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(7) to employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation and management of the Condominium Property of each of the Section A Condominiums, the Section A Recreation Area, and the Association Property, and to enter into any other agreements consistent with the purposes of the Association and the Act, including, but not limited to, an agreement as to the management of the Section A Condominiums, the Section A Recreation Area, and/or the Association Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs are Section A Operating Expenses; and

(8) to become and continue to be an Association Member of the Corporation and to perform the functions and discharge the duties incumbent upon such membership, and further, to delegate to persons or entities selected by the Association Board the functions of representing the Association at the membership meetings of the Corporation, and to collect and transmit to the Corporation assessments duly levied thereby.

#### ARTICLE IV

##### MEMBERS

The qualification of Members, the manner of their admission to membership in the Association ("Membership"), the manner of the termination of such Membership, and voting by Members shall be as follows:

A. Until such time as the first Section A Condominium is submitted to condominium ownership by the recordation of a Condominium Declaration, the Membership of this Association shall be comprised solely of the Subscribers ("Subscriber Members") to these Association Articles and, in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the Membership.

B. Once the first Section A Condominium is submitted to condominium ownership by the recordation of a Condominium Declaration, the Subscriber Members' rights and interests shall be automatically terminated and the Owners within the first Section A Condominium, which shall mean in the first instance Developer as the owner of the Dwelling Units, shall be entitled to exercise all of the rights and privileges of Members.

C. Membership in the Association shall be established by the acquisition of ownership of fee title to a Dwelling Unit in a Section A Condominium as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County, whereupon the Membership of the prior Owner thereof shall terminate as to that Dwelling Unit. Where title to a Dwelling Unit is acquired by conveyance from a party other than Developer in the case of sale, acquisition, inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring such Dwelling Unit shall not be a Member unless or until such acquisition is in compliance with Article XIII of the Replat Declaration. New Owners shall deliver a true copy of the deed or other instrument of acquisition of title to the Association.

D. No Member may assign, hypothecate or transfer in any manner his Membership or his share in the funds and assets of the Association except as an appurtenance to his Dwelling Unit.

E. Membership in the Association shall be divided into classes ("Class Members") with the Dwelling Unit Owners in each Condominium constituting a separate class. Each class shall be designated by the same number used to denote that particular Condominium. For example, Dwelling Unit Owners in Condominium 1 of Section A of Whisper Walk are "Class 1 Members."

F. In the event a Section A Condominium is terminated in accordance with its Condominium Declaration, the former Owners in the Section A Condominium shall no longer be Members of the Association.

G. With respect to voting, the following provisions shall prevail:

Either the Membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs G.2. and G.3. immediately below. However, in any event there shall be only one (1) vote for each Dwelling Unit, which vote shall be exercised and cast in accordance with the Replat Declaration and Association By-Laws, and if there is more than one (1) owner with respect to a Dwelling Unit as a result of the fee interest in such Dwelling Unit being held by more than one (1) person, such owners collectively shall be entitled to only one (1) vote in the manner determined by the Replat Declaration.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Condominium shall be voted upon only by the Class Members of that Condominium and shall be determined by a majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the By-Laws); and

(b) Matters substantially pertaining to the Association or to Section A as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the By-Laws).

3. Any decision as to whether a matter substantially pertains to a particular Condominium for purposes of Class Member voting or to the Association or Section A as a whole for purposes of Membership voting shall be determined solely by the Board, but any matter material to any Association Property cannot be allocated by the Board to the vote of other than the full Membership. Notwithstanding the foregoing, no action or resolution affecting a particular Condominium which the Board determines to require the vote of the Membership shall be effective with regard to that particular Condominium unless the Class Members of that Condominium shall be given the opportunity to vote on said action or resolution.

4. The Membership shall be entitled to elect the Association Board as provided in Article IX of these Association Articles.

## ARTICLE V

### TERM

The term for which this Association is to exist shall be perpetual.

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ARTICLE VI  
SUBSCRIBERS

The names and addresses of the Subscribers to these Association Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Richard D. Levy	1151 N. W. 24th Street Pompano Beach, Florida 33064
Peter Schwab	1151 N. W. 24th Street Pompano Beach, Florida 33064
Antonio Nunez	1151 N. W. 24th Street Pompano Beach, Florida 33064

ARTICLE VII  
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Association Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Association Board.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Association Board shall from time to time determine appropriate. Such officers shall be elected annually by the Association Board at the first meeting of the Association Board following the "Annual Members' Meeting" (as described in Section 3.2 of the Association By-Laws); provided, however, such officers may be removed by such Association Board and other persons may be elected by the Association Board as such officers in the manner provided in the Association By-Laws. The President shall be a member of the Association Board ("Director") of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII  
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Association Board are as follows:

President  
Vice President  
Secretary  
Treasurer

Robert Young  
Richard D. Levy  
Antonio Nunez  
Antonio Nunez

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## ARTICLE IX

### BOARD OF DIRECTORS

A. The number of Directors on the first Association Board ("First Board"), the "Initial Elected Board" (as hereinafter defined), and all Association Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as that term is described in Paragraph I. of this Article IX) shall be three (3). The number of Directors elected by the "Purchaser Members" (as hereinafter defined) subsequent to the Initial Elected Board, shall be as provided in Paragraphs F. and J. of this Article IX. Notwithstanding any provisions in the Section A Documents to the contrary, Directors need not be Members of the Association.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Richard D. Levy	1151 N. W. 24th Street Pompano Beach, Florida 33064
Robert Young	1151 N. W. 24th Street Pompano Beach, Florida 33064
Antonio Nunez	1151 N. W. 24th Street Pompano Beach, Florida 33064

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Upon the conveyance by Developer to Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the total Dwelling Units in the first Section A Condominium, the Purchaser Members shall be entitled to elect one-third (1/3) of the Association Board, which election shall take place at a special meeting of the Membership to be called by the Association Board for such purpose ("Initial Election Meeting"). Developer shall designate the remaining Directors on the Association Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph D. of this Article IX, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Association Board. Developer reserves the right until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Association Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph C.

D. Purchaser Members are entitled to elect not less than a majority of the Association Board upon the happening of any of the following events, whichever shall first occur:

1. Three (3) years after sales by Developer of fifty percent (50%) of the Total Dwelling Units have been "closed" (as hereinafter defined); or

2. Three (3) months after sales by Developer of ninety percent (90%) of the Total Dwelling Units have been closed; or

3. Five (5) years after the sale by Developer of the first Dwelling Unit in Whisper Walk has been closed; or

4. When all of the Total Dwelling Units have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold to Purchaser Members and none of the others are being offered for sale by Developer in the ordinary course of business; or

5. When some of the Total Dwelling Units have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

6. When Developer, as Developer has the right to do at any time, upon written notice to the Association, relinquishes its right to designate a majority of the Association Board.

The term "closed" shall mean the recording of an instrument of conveyance to a Purchaser Member amongst the Public Records of the County.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a special meeting of the Membership to be called by the Association Board for such purpose ("Majority Election Meeting").

F. At the Majority Election Meeting, Purchaser Members shall elect two (2) of the Directors and Developer, until the Developer's Resignation Event shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Association Board shall continue to be so designated and elected, as described in Paragraph F. above, at each subsequent Annual Members' Meeting, until the Annual Members' Meeting following the Developer's Resignation Event.

H. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Association Board, within sixty (60) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of meeting shall be forwarded to all Members in accordance with the Association By-Laws; provided, however, that the Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

I. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the Total Dwelling Units for sale in the ordinary course of business; however, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein

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referred to as the "Developer's Resignation Event." In the event Developer's Resignation Event occurs after the Majority Election Meeting, then upon the Developer's Resignation Event, the Directors elected by Purchaser Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified. If upon the Developer's Resignation Event the Majority Election Meeting has not occurred, then prior to the resignation of the Directors appointed by Developer, the Directors shall call the Majority Election Meeting in accordance with the Association By-Laws and the Act to elect successor Directors for the Directors appointed by Developer who will serve until the next Annual Members' Meeting and until their successors are elected and qualified.

J. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs there shall be seven (7) Directors elected and all of the Directors shall be elected by the Members.

K. The resignation of a Director who has been elected or designated by Developer or the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board shall remise, release, acquit, satisfy, and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign or the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon, or by reason of any matter, cause or thing whatsoever through the day of such resignation.

#### ARTICLE X

#### INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Association Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Association Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

#### ARTICLE XI

#### BY-LAWS

The By-Laws of the Association shall be adopted by the First Board and

thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the Membership and the affirmative approval of a majority of the Association Board at a regular or special meeting of the Association Board.

## ARTICLE XII

### AMENDMENTS

A. Prior to the recording of a Condominium Declaration amongst the Public Records of the County, these Association Articles may be amended only by a majority vote of the Association Board evidenced by an instrument in writing signed by the President or Vice President and Secretary or Assistant Secretary and filed with the Secretary of State of the State of Florida. The instrument amending these Association Articles shall identify the particular Article or Articles being amended and give the exact language and date of adoption of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Association Articles and shall be an exhibit to the Replat Declaration upon the recording of such Replat Declaration.

B. After the recording of a Condominium Declaration amongst the Public Records of Palm Beach County, Florida, these Association Articles may be amended by any of the following methods:

1. The following process:

(a) The Association Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Association By-Laws for the giving of notice of meetings of Members ("Required Notice").

(c) At such meeting a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members. Any number of amendments may be submitted to the Members and voted upon by them at one meeting; or

2. The Members may amend these Association Articles at a meeting for which the Required Notice of the meeting and the proposed amendment has been given without action by the Association Board; or

3. An amendment may be adopted by a written statement signed by all Association Directors and all Members setting forth their intention that an amendment to the Association Articles be adopted.

C. All proposed amendments shall be approved by the "Lead First Mortgagee" (as defined in the Replat Declaration).

D. No amendment may be made to the Association Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Section A Documents.

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E. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records of Palm Beach County, Florida, and no amendment to these Association Articles shall be effective until it has been so recorded.

F. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Association Directors as provided in Article IX hereof, without the prior written consent therefor by Developer nor shall there be any amendment to these Association Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Dwelling Unit.

#### ARTICLE XIII

##### REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1151 Northwest 24th Street, Pompano Beach, Florida 33064 and the initial registered agent of the Association at that address shall be Richard D. Levy, who shall also be resident agent.

#### ARTICLE XIV

##### DISSOLUTION

In the event of dissolution or final liquidation of the Association, the assets utilized in connection with the surface water management system, both real and personal, of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes of nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to Section A unless made in accordance with the provisions of such covenants and deeds.

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures, this 31<sup>st</sup> day of January, 1989.

Richard D. Levy  
Richard D. Levy

Peter Schwab  
Peter Schwab

Antonio Nunez  
Antonio Nunez

The undersigned hereby accepts the designation of Registered Agent and Resident Agent of Whisper Walk Section A Association, Inc. as set forth in Article XIII of these Articles of Incorporation.

Richard D. Levy  
Richard D. Levy

STATE OF FLORIDA )

COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared RICHARD D. LEVY, PETER SCHWAB and ANTONIO NUNEZ, to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures, this 5th day of JANUARY, 1983.

John C. Chapman

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA A. LARGE  
MY COM. EXPIRES NOV 28 1985  
101 N. W. 1st St. Ft. Lauderdale, FL 33301

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EXHIBIT B  
TO  
REPLAT DECLARATION  
FOR  
SECTION A OF WHISPER WALK  
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

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

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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-

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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(6) 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

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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

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

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

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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, President

Attest: Antonio Nunez, Secretary  
(SEAL)

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EXHIBIT C  
TO  
REPLAT DECLARATION  
FOR  
SECTION A OF WHISPER WALK

Cable Television Agreement

Attached is a copy of the form of Cable Television Agreement anticipated to be entered into by Developer. An executed copy of such agreement will be recorded by Developer as an amendment to this Replat Declaration. Notwithstanding any provisions of this Replat Declaration to the contrary, Developer reserves the right to make such amendment without the consent or joinder of any other parties.

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AGREEMENT

THIS CABLE COMMUNICATIONS AGREEMENT ("Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by and between ORIOLE-BOCA, INC., a Florida corporation, its successors and assigns ("Developer") and COMMUNICATIONS & CABLE INC., a Delaware corporation, or one or more of its subsidiaries or its limited partnerships wherein it and/or one or more of its subsidiaries is/are the general partner(s), its successors and assigns ("Operator") and consented to by WHISPER WALK ASSOCIATION, INC., a Florida corporation not for profit, ("Association").

W I T N E S S E T H:

WHEREAS, Developer is the owner in fee simple of the real property described on Exhibit A attached hereto and made a part hereof ("Total Property") and intends to develop portions thereof as part of a multi-stage residential development located in Palm Beach County, Florida known as "Whisper Walk"; and,

WHEREAS, Operator is in the business of providing cable communication service; and,

WHEREAS, Developer is desirous of entering into an agreement with Operator whereby Operator will provide cable communication service throughout the Total Property; and,

WHEREAS, Operator is willing to provide cable communication service throughout the Total Property; and,

WHEREAS, Association believes this Agreement is in its best interests and, therefore, desires to consent to this Agreement,

NOW, THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The above recitations are true and correct.
2. By the execution hereof, Developer hereby grants to Operator, and Association consents thereto, the exclusive right from the date hereof to and through \_\_\_\_\_, to provide cable communication services throughout the Total Property upon the terms and conditions more specifically set

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forth herein and in the "Condominium Documents" hereinbelow described.

3. Developer represents and warrants as follows:

A. That as of the date of this Agreement, it owns the Total Property.

B. That it has not designated any other communications or cable company or any other person, firm or entity as an operator, or given any exclusive or nonexclusive rights to operate a cable or television signal or communications service throughout the Total Property or any portion thereof.

C. That it anticipates that the Total Property will be committed to the development of a multi-stage residential development known as "Whisper Walk" and that an Offering Circular for Condominiums 184 (exclusive of 13) of Section A of Whisper Walk, a copy of which is attached hereto and made a part hereof as Exhibit B, is the document which has been or will be substantially the Condominium Documents for Section A of Whisper Walk, which comprises a portion of the Total Property.

D. That it possesses the legal right and authority, without joinder or consent of any other entity, to fully assign to Operator all of its interests relative to providing telecommunications services for the Total Property.

E. That it possesses the legal right and authority, without joinder or consent of any other entity, to grant an easement throughout the Total Property to Operator in order for Operator to install and/or construct and maintain over, across and upon any portion of the Total Property (that does not interfere with the buildings and amenities) a central or master telecommunications receiving and distribution system ("System").

F. That it shall continue to cause all portions of the Total Property, as developed and committed to land use, whether as condominium or otherwise, to be fully burdened by appropriate legal documentation, in form substantially the same as relevant portions of Exhibit B including, but not limited to, the relevant language of the "General Information", "Declaration of Condominium", "Replat.

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Declaration For Section A", "Declaration of Protective Covenants and Restrictions", "Proposed Operating Budget", "Cable Television Agreement" and "Subscriber Agreement" with the right of Operator to provide any and all telecommunications systems in such form and upon such terms as are set forth in this Agreement or are otherwise agreeable to Operator. If Operator changes the Subscriber Agreement, It must notify Developer at least thirty (30) days prior to its use.

4. Developer hereby and herewith designates Operator, assigns to Operator all of its interest, and grants a nonexclusive easement to Operator pursuant to the form of Nonexclusive Easement attached hereto and made a part hereof as Exhibit C, to provide telecommunications services for the Total Property including that portion to be committed to development of a multi-stage residential development known as Whisper Walk. Developer herewith and hereby designates, assigns and grants to Operator a right, privilege, non-exclusive easement and right-of-way for the installation, construction and maintenance of the System, together with a right and privilege (to the extent Developer has such right) of:

A. Unlimited ingress and egress thereto for the purpose of all things necessary, including, but not limited to, temporarily and permanently installing, constructing, inspecting, testing, repairing, servicing, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute telecommunications, including, without limitation, television and radio signals, electronic banking, fire, police and medical protection; and,

B. Receiving and transmitting within Whisper Walk via the System.

The easements, rights and privileges herein granted are for so long, and only for so long, as the agreement whereby the Operator provides cable communication services throughout the Total Property and any extensions thereof are in full force and effect.

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Further, Operator shall obtain, at its sole cost and expense, public liability and hazard insurance protecting Developer and Association from any claims or losses by virtue of the acts or omissions of Operator, its servants, agents or employees, in the amount of \$\_\_\_\_\_ per person and \$\_\_\_\_\_ per occurrence. Operator shall furnish a certificate of insurance naming Developer and Association as their interests may appear and agrees to keep the said insurance in full force and effect, and said insurance certificate shall provide a clause wherein and whereby the insurance company shall notify Developer and Association of any notice of cancellation and give Developer and Association thirty (30) days to cure the same.

5. Operator agrees to install a cable television system throughout the Total Property. The parties hereto agree that the furnishing of such service by Operator to the Total Property and to its ultimate purchasers of all or any portion thereof requires Operator to make substantial capital expenditures. Therefore, Developer agrees to cause the Condominium Documents and subsequent documents affecting the Total Property to be properly executed and govern the Total Property. The documentation for the other portions of the Total Property shall be substantially similar to those portions of the Condominium Documents (Exhibit B) which refer to cable television and are applicable to cable television within Section A of the Total Property. It is the intent and purpose hereof that each successive "phase" or stage of the Total Property will have those portions of the Condominium Documents applicable to cable television substantially the same as Exhibit B. Further, Operator agrees to be bound by and perform in accordance with the obligations of "Operator" as provided in Exhibit B, or any deletions, additions, modifications or changes thereto that do not materially change those portions thereof that deal with cable television. The obligations of Operator set forth in that portion of the Condominium Documents referred to as the Cable Television Agreement are amended as follows:

B3944 P1911

A. The following language contained in Paragraph 1.C.  
of the Cable Television Agreement,

"The Operator understands that neither the Developer nor the Association has any expertise in electronics or cable T. V. systems and therefore warrants and represents that such 'wall plate tap levels' will cause a good picture to be seen on television screens in good condition and during normal weather conditions and are sufficient to insure that all local television channels can be received."

shall be changed and amended to read as follows:

"The Operator understands that neither the Developer nor the Association has any expertise in electronics or cable T. V. systems and therefore warrants and represents that such 'wall plate tap levels' will be of sufficient quality and strength in order to insure that those broadcast channels detailed in Exhibit C of this Cable Television Agreement may be received in good order during normal atmospheric conditions."

B. The following language contained in Exhibit C to the  
Cable Television Agreement,

"Description of Basic Subscriber Service"

Station/Service

WPBT-2  
WPTV-5  
WTVJ-4  
WCIX-6  
WCKT-7  
WPEC-12  
WPLG-10  
WLRN-17  
WKID-51

ENTERTAINMENT AND SPORTS PROGRAMMING NETWORK  
CABLE NEWS NETWORK  
USA SPORTS NETWORK  
WTBS-17  
WGN-9"

shall be changed and amended to read as follows:

"Description of Basic Subscriber Service"

Station/Service

WPBT-2  
WPTV-5  
WTVJ-4  
WCIX-6  
WCKT-7  
WPEC-12  
WPLG-10  
WFLX-29  
WHRN-42  
WKID-51

ENTERTAINMENT AND SPORTS PROGRAMMING NETWORK  
CABLE NEWS NETWORK  
USA SPORTS NETWORK  
WTBS-17  
WGN-9

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These channels to be provided as a minimum. Other optional programming may be made available or substituted at the direction of the Operator."

The parties agree that any and all Cable Television Agreements entered into by Developer shall contain the above stated amendments and/or modifications. Operator agrees to enter into the Cable Television Agreement comprising a portion of the Condominium Documents and any other Cable Television Agreement in substantially the same form as Developer may request with respect to the balance of the Total Property.

6. Developer agrees, at Developer's expense, to provide Operator sets of as-built construction and site plans for the Total Property which, to the best of Developer's knowledge and belief, are true and correct, which shall reflect building layouts, gas and other utility lines, roads and paveways, poles, sprinkler lines and other buried equipment which could affect or become subject to potential damage by Operator's construction crews.

7. Operator shall have the right to sell or transfer its interest in the System to any other party with written consent of Developer, which consent shall not be unreasonably withheld, provided that such other party shall, in writing, assume the obligations of Operator hereunder and which said assignment does not release Operator from its obligations hereunder. Further, Operator may collaterally assign its rights (but not its obligations) under this Agreement as security for a debt. Such collateral assignments shall not be considered a sale or transfer under this paragraph.

8. The designation, assignment and grant of the nonexclusive easement in recordable form, as herein described, by Developer to Operator shall run with the land and inure to and be binding upon Developer's successors and assigns in accordance with its terms.

9. All representations herein shall survive the execution hereof.

10. All equipment and all items in the System are, and at all times shall remain, the personal property of Operator despite the fact that some equipment may become attached to or embedded in real property.

B3944 P1913



11. If Operator so desires, Operator may provide the service contemplated by this Agreement by using a tower located on other lands, outside the Total Property. But, if Operator chooses to erect a tower within the Total Property, the parties hereto shall agree to a specific location of the tower/headend which is as described in Exhibit D attached hereto and made a part hereof, and, if Operator requests, Developer shall execute a specific easement to Operator upon said tower site. Developer acknowledges and agrees that said tower/headend may be used by Operator to service neighboring lands other than the Total Property, so long as such does not unreasonably interfere with the service being provided as contemplated by this Agreement. Operator shall obtain any governmental approvals required for said tower/headend at its sole cost and expense.

12. Operator agrees to pay to Developer monthly ten percent (10%) of the "adjusted gross receipts" of Operator arising out of Operator's service to the Total Property. For all purposes herein, the term "adjusted gross receipts" shall mean those total receipts of Operator arising out of Operator's service to the Total Property less, and only less, the Florida sales and use tax applicable thereto, actual programming charges paid to the programmer, and franchising fees, if applicable, as determined by the appropriate governmental entity. The payment by Operator to Developer shall be on or before the 5th day of each month next following the receipt of funds. Further, Operator agrees to keep such full and detailed books and records as may be necessary for proper financial management under this Agreement, and the record keeping system shall be satisfactory to Developer. Developer shall be afforded access at reasonable times, meaning during regular business hours, to all Operator's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement and the Total Property, and Operator shall preserve all such records for a period of at least three years, or for such longer period as may be required by law.

B3944 P1914  
466B

13. The parties hereto agree that Developer's grant of the right to furnish cable television service to Operator in this Agreement shall be governed by the appropriate portions of the Condominium Documents and the laws of the State of Florida and the obligations of Operator to furnish insurance as herein provided.

14. Upon termination of this Agreement, Operator shall have an easement and access and a right of entry to the Total Property to remove and/or render ineffective all or any portion of the System, and Operator, its successors or assigns, shall cause, at its expense, the Total Property and any improvements thereon to be returned to its original state, ordinary wear and tear excepted.

15. This Agreement shall be subject to and interpreted under the laws of the State of Florida. It shall inure to the benefit of and be binding upon the parties, their respective successors, assigns and transferees. This Agreement contains the parties' entire understanding and it may not be amended except by the written agreement of the parties. If any one or more of the provisions in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained.

16. All notices required to be given hereunder shall be in writing and sent by certified mail, return receipt requested, to the party being noticed at the following address or to such other address as may be directed in writing pursuant hereto:

A. To Developer at: 1151 N. W. 24 Street  
Pompano Beach, FL 33067

with copy to:

Donald C. McClosky, Esquire  
Ruden, Barnett, McClosky,  
Schuster & Russell  
P. O. Box 1900  
Fort Lauderdale, FL 33302

B. To Operator at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B3944 R1915

with copy to: \_\_\_\_\_

17. Failure of Operator to timely perform its obligations hereunder shall, at the option of Developer, its successors and assigns, be deemed a default and entitle Developer to all remedies hereunder and under the laws of the State of Florida, including, but not limited to, the right of specific performance and/or damages.

18. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

19. For all purposes herein, the parties agree that time shall be of the essence in this Agreement, and the representations herein made are all material and of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed the foregoing instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 1983.

Signed, sealed and delivered  
in the presence of:

Developer:  
ORIOLE ROCA, INC.

By \_\_\_\_\_

Attest \_\_\_\_\_

(CORPORATE SEAL)

Operator:  
COMMUNICATIONS & CABLE INC.

By \_\_\_\_\_

Attest \_\_\_\_\_

(CORPORATE SEAL)

JOINED IN AND CONSENTED TO:  
Association:  
WHISPER WALK ASSOCIATION, INC.

By \_\_\_\_\_

Attest \_\_\_\_\_

(CORPORATE SEAL)

B3944 P1916

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared \_\_\_\_\_ and \_\_\_\_\_, well known to me to be the \_\_\_\_\_ President and Secretary of ORIOLE-BOCA, INC., one of the corporations named in the foregoing Agreement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them and that the seal affixed thereto is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared \_\_\_\_\_ and \_\_\_\_\_, well known to me to be the \_\_\_\_\_ President and Secretary of COMMUNICATIONS & CABLE INC., one of the corporations named in the foregoing Agreement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them and that the seal affixed thereto is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared \_\_\_\_\_ and \_\_\_\_\_, well known to me to be the \_\_\_\_\_ President and Secretary of WHISPER WALK ASSOCIATION, INC., one of the corporations named in the foregoing Agreement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them and that the seal affixed thereto is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

B3944 P1917

EXHIBIT A

LEGAL DESCRIPTION OF TOTAL PROPERTY

This is not a certified copy

B3944 P1918

EXHIBIT B

CONDOMINIUM DOCUMENTS

This is not a certified copy

B3944 P1919

EXHIBIT C

FORM OF  
NONEXCLUSIVE EASEMENT

ORPIDE-BOCA, INC., a Florida corporation (herein referred to as "Grantor"), of Palm Beach County, Florida, by its undersigned duly authorized officers, for valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to COMMUNICATIONS & CABLE INC., a Delaware corporation, or one or more of its subsidiaries or its limited partnerships wherein it and/or one or more of its subsidiaries is/are the general partner(s) (hereinafter referred to as "Operator"), and to its successors and assigns, a nonexclusive easement for cable communications systems and right to enter upon and access to the lands of the Grantor situated in the County of Palm Beach and the State of Florida, described on Exhibit "A" attached hereto ("Property"), and to erect, operate, maintain, repair, remove and rebuild on the Property cable television and broadband cable communications systems consisting of all necessary towers, poles, receivers, appliances, electronics, cable (aerial and underground), amplifiers, and distribution wiring used in connection therewith (hereinafter collectively referred to as the "System").

The undersigned agree that all of the System installed on the Property pursuant to the Agreement shall remain the sole personal property of Operator, removable at the option of Operator. In the event the personal property aforesaid is removed, Operator, its successors or assigns shall cause, at its expense, the Property and any improvements thereon to be returned to their original state, ordinary wear and tear excepted.

This easement and the covenants herein contained shall run with the land and shall inure to and be binding upon the successors and assigns of the Grantor.

For all purposes herein, the term "nonexclusive easement" shall mean that the Operator shall have the use of the easement area for the System. but other utilities, meaning governmental agencies and/or the Grantor or Whisper Walk Association, Inc.

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and the condominium and homeowner associations within the Property may use the said easement for any lawful purpose (except other cable television), including, but not limited to, electricity, gas, water and sewer.

This nonexclusive easement shall remain in full force and effect for so long, and only for so long, as Operator, its successors and assigns, furnish the System to the Property.

Grantor covenants to and with Operator that subject to existing encumbrances, liens or easements of record, Grantor is lawfully seized and possessed of the Property, has a good and lawful right and power to sell and convey this nonexclusive easement and that Grantor will forever warrant and defend the title to said easement and the quiet enjoyment thereof against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

Signed, sealed and delivered ORIOLE-BOCA, INC.  
in the presence of:

By \_\_\_\_\_

Attest \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared \_\_\_\_\_ and \_\_\_\_\_, well known to me to be the President and Secretary of the corporation named in the foregoing instrument, and that they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them and that the seal affixed thereto is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

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