

REPLAT DECLARATION
FOR
SECTION A OF WHISPER WALK

THIS REPLAT DECLARATION FOR SECTION A OF WHISPER WALK (hereinafter referred to as the "Subject Replat Declaration") is made this 12th day of May, 1983 by ORIOLE-BOCA, INC., a Florida corporation, its corporate successors and assigns ("Developer") and joined in by WHISPER WALK ASSOCIATION, INC., a Florida corporation not-for-profit ("Corporation"), and WHISPER WALK SECTION A ASSOCIATION, INC., a Florida corporation not-for-profit ("Association").

WHEREAS, Developer is the owner in fee simple of the real property comprising Parcels 6 and 7 of the BOUNDARY PLAT OF WHISPER WALK (the "Plat") as recorded in Plat Book 43 at Pages 189-191 of the Public Records of Palm Beach County, Florida ("County"), such portion of the Plat being hereinafter referred to as "Section A"; and

WHEREAS, Developer has promulgated that certain Declaration of Protective Covenants and Restrictions for Whisper Walk ("Declaration") recorded in Official Records Book 2943 at Page 20 of the Public Records of the County in which Declaration the Corporation joined; and

WHEREAS, Developer desires to designate Section A as "Committed Property" and a part of "Whisper Walk" as set forth in the Declaration; and

WHEREAS, Developer desires by this Subject Replat Declaration to provide for the preservation of the values and amenities of Section A;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares that Section A shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with Section A and any part thereof and which shall be binding upon all parties having any right, title or interest in Section A or any part thereof, their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

Unless defined in this Subject Replat Declaration to have a different meaning, or unless the context clearly requires another meaning, any terms used herein which are defined in the Declaration shall have the same meaning as therein set forth, provided that the provisions hereof shall only be applicable to Section A. All terms defined in the Declaration shall be in quotation marks with initial capital letters the first time that each term appears in this Subject Replat Declaration.

A. "Section A Plat" means a "Replat" with respect to Section A, and specifically means Plat No. 1 for Section A of Whisper Walk, recorded in Plat Book 45 at Pages 63-65 of the Public Records of the County ("Plat No. 1") and Plat No. 2 for Section A of Whisper Walk to be recorded amongst the Public Records of the County ("Plat No. 2").

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

PREPARED BY

RETURN TO →

MARK F. GRANT
RUDEN, BARNETT, McCLOSKEY, SCHUSTER & RUSSELL
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erty."

C. "Section A Owner" means an "Owner" as defined in the Declaration and is the owner of a Dwelling Unit in Section A.

D. "Association Articles" means the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit A.

E. "Association By-Laws" means the By-Laws of the Association, a copy of which is attached hereto as Exhibit B.

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

G. "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.

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

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

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

K. "Association Property" means such portions of the "Nonresidential Property" within Section A as are dedicated to the Association in the Section A Plat or to be conveyed to the Association pursuant to this Subject Replat Declaration.

L. "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" (as hereinafter defined) under the provisions of any Condominium Declaration. (For clarification, "Operating Expenses" are not Common Expenses, but are to be collected in the same manner, and the payment of such sums is to be enforced, by the Association as are Common Expenses); 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; including, but not limited to, the "Section A Recreation Area," "Grassed Areas," "Drives" and "Parking Areas" (as those terms are hereinafter defined) or any portions of any of the foregoing or any improvements constructed thereon.

M. "First Mortgagee" means any holder, insurer or guarantor of a first mortgage on a Dwelling Unit.

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

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

ARTICLE II

IDENTIFICATION OF THIS INSTRUMENT AS A REPLAT DECLARATION; DESIGNATION OF SECTION A AS COMMITTED PROPERTY; PLAN OF DEVELOPMENT; DESIGNATION OF WHISPER WALK SECTION A ASSOCIATION, INC. AS AN ASSOCIATION; DESIGNATION OF CONDOMINIUM PROPERTY AS RESIDENTIAL PROPERTY

A. This instrument is intended as and declared to be a "Replat Declaration".

B. Parcels 6 and 7 of the Plat (herein referred to as "Section A" as above set forth) which was "Uncommitted Property" is hereby declared to be Committed Property as set forth in the Declaration.

C. Developer as the developer of Section A according to the Plat, intends that Section A shall contain, in the aggregate, a maximum of three hundred thirty-two (332) Dwelling Units. It is intended that each building within which Dwelling Units are located 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. Developer also intends to set aside a certain land area within Section A, and to construct thereon certain improvements for the use of Section A Owners ("Section A Recreation Area") pursuant to the Long Term Recreation Lease. The balance of Section A (being all of Section A other than the Section A Condominiums, the portions of "Corporation Property" located within Section A and the Section A Recreation Area) also includes land areas (collectively referred to herein as the "Association Property") which are comprised of "Grassed Areas," "Parking Areas" and "Drives," all as described in Article III herein. The Association shall ultimately be conveyed ownership of the Association Property as provided in Paragraph D. of Article III herein. 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 herein.

D. Whisper Walk Section A Association, Inc. (herein referred to as the "Association," as above set forth) is hereby declared to be an "Association" as described in the Declaration. The Association shall be the condominium association responsible for the operation of all of Section A, including all Section A Condominiums, the Section A Recreation Area and the Association Property. Each Section A Owner shall be a member of the Association as provided in the Section A Documents. The Association shall also be an "Asso-

ciation Member" of the 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 and the obligation to pay Operating Expenses.

B. All Condominium Property is hereby declared to be Residential Property and each dwelling unit within a Section A Condominium is hereby declared a "Dwelling Unit" as set forth in the Declaration.

ARTICLE III

CERTAIN LAND USE CLASSIFICATIONS; CERTAIN EASEMENTS; RULES AND REGULATIONS; CONVEYANCE OF CERTAIN PROPERTY

A. In consideration of the benefits hereinafter contained and the payment of the Section A Operating Expenses, Developer does hereby declare and the Corporation and Association agree that the following provisions shall be applicable to the Association Property:

1. Grassed Areas. "Grassed Areas" are those portions of Section A designated as, or dedicated for use as, "Grassed Areas" in a Section A Plat or in a supplement to this Subject Replat Declaration and shall be used, kept and maintained as beautification and grassed areas and not for residential, commercial or industrial purposes of any kind. Notwithstanding the foregoing, should any Condominium Property encroach upon a Grassed Area, such encroachment shall not be deemed violative of the provisions hereof. Bicycle and jogging paths as Developer or the Association shall designate or construct shall be permitted on Grassed Areas with this recitation not being construed to limit bicycle and jogging paths to Grassed Areas nor construed to limit that which otherwise would be permitted on Grassed Areas. Further, mailboxes as the Association shall allow, if any, may be placed on portions of the Grassed Areas designated by the Association.

2. Drives. "Drives" are those portions of Section A designated as, or dedicated for use as, "Drives" or "Roadways" in a Section A Plat or a supplement to this Subject Replat Declaration and shall be used, kept and maintained as private drives for the use of the Corporation, the Association, Developer and the Section A Owners and their family members, guests, licensees, lessees and invitees; provided that there is hereby granted and reserved to any municipality of which Section A may hereafter be a part (Section A presently being located in unincorporated Palm Beach County), the County, the State of Florida and the United States of America (the foregoing being hereinafter collectively referred to as the "Governmental Authorities") a nonexclusive easement for ingress and egress over and across the Drives for all activities of the Governmental Authorities in providing all governmental services including, but not limited to, police and fire protection, garbage collection, mail delivery, building inspections, etc. (collectively the "Governmental Purposes"). The easements in favor of the Governmental Authorities herein granted for Governmental Purposes shall inure to the benefit of and run exclusively to such Governmental Authorities and no other persons or entities shall have any rights, claims or interests by reason of or arising under the easements herein granted in favor of the Governmental Authorities. Notwithstanding the foregoing, should any Condominium Property encroach upon a Drive, such encroachment shall not be deemed violative of the provisions hereof. The Drives are subject to easements which are hereby granted

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and imposed upon the Drives in favor of Developer, the County, the Association, the Corporation and the designees of the Association or the Corporation for the construction, operation and maintenance of underground utility and drainage facilities.

3. Parking Areas. "Parking Areas" are those portions of Section A designated as, or dedicated for use as "Parking Areas" in a Section A Plat or in a supplement to this Subject Replat Declaration and shall be used for parking of vehicles not precluded from being parked thereon under the Section A Documents. The Parking Areas are subject to easements which are hereby granted and imposed upon the Parking Areas in favor of Developer, the County, the Association, the Corporation and the designees of the Association or the Corporation for the construction, operation and maintenance of underground utility and drainage facilities. Further, mailboxes as the Association shall allow, if any, may be placed on portions of the Parking Areas designated by the Association so long as such placement does not preclude any "Parking Space" (as hereinafter defined) from being used as such.

B. Section A Recreation Area

1. "Section A Recreation Area" is that portion of Section A designated as, or dedicated for use as the "Section A Recreation Area" in Plat No. 1 and shall be used for recreational and social purposes by the Association and the Section A Owners (and any "Sharing Owners," as provided in Paragraph E. of this Article (B)) and their family members, guests, invitees and lessees in accordance with the Long Term Recreation Lease. Such portions, if any, of the Section A Recreation Area upon which Developer has constructed, or hereafter constructs, improvements shall be kept and maintained for use in a manner consistent with the nature of such improvements located, or to be located, thereon.

2. "Lake" is that portion of the Section A Recreation Area designated as, or dedicated for use as a Lake in a Section A Plat or a supplement to this Subject Replat Declaration and shall be used, kept and maintained as a private lake and drainage easement for the use of the Corporation, the Association, Developer and the Section A Owners and their family members, guests, licensees, lessees and invitees in accordance with the Long Term Recreation Lease.

C. Certain Easements

Developer hereby reserves unto itself, and hereby grants to, the Association, the Corporation and such appropriate utility and other service companies or providers of the services hereinafter set forth as are from time to time designated by Developer, the Association or the Corporation such easements over, under, in and upon any Condominium Property, the Section A Recreation Area, Grassed Areas, Drives and Parking Areas and/or any other portions of Section A as may be necessary to provide utility services and for ingress and egress for persons and vehicles to provide and maintain such utility services, including, but not limited to, power, electric, sewer, water, drainage, telephone, gas, lighting facilities, irrigation, television transmission and cable television facilities, telecommunications, security service and facilities in connection therewith for Whisper Walk or portions thereof; provided that all facilities for any of the foregoing shall be installed underground except those aboveground facilities as shall be permitted in writing by both the Association and the Corporation, jointly. Notwithstanding the foregoing, no such easements shall be permitted or deemed to exist which cause any buildings, permanent structures or other permanent facilities within Section A which have been constructed (i) in accordance with this Subject Replat Declaration and the Section A Documents and (ii) prior to the use of

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such an easement; to be materially altered or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings so built in accordance with this Subject Replat Declaration and the other Section A Documents prior to the actual use of such easement. The foregoing shall not preclude such easements under then-existing improvements other than buildings or structures (such as, but not limited to, a fence, Drive or Parking Area) provided that the use and enjoyment of the easement and installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (such as, but not limited to, temporary alteration or removal of a fence or temporary excavation within a Drive or Parking Area) and provided that same is repaired and/or restored, as the case may be, by the one making use of such easement at its expense and within a reasonable time thereafter. Section A shall also be subject to such easements as may be shown on a Section A Plat.

D. Rules and Regulations

The Association shall, from time to time, impose rules and regulations regulating the use and enjoyment of the Section A Recreation Area, the Residential Property, the Grassed Areas, the Drives, the Parking Areas and other portions of Section A. The rules and regulations so promulgated shall, in all respects, be consistent with the provisions of the Section A Documents (including, but not limited to, the Whisper Walk Documents). In the event of any conflict, the following documents shall control in the order stated: the Whisper Walk Documents, the remaining Section A Documents (this Subject Replat Declaration and any supplements or amendments hereto controlling over any Condominium Declarations), and the rules and regulations.

E. Conveyance of Association Property

Developer agrees that it shall convey to the Association by Quit-Claim Deed(s) fee simple title to the Grassed Areas, Drives and Parking Areas subject to the terms and provisions of this Subject Replat Declaration; all applicable Section A Documents and Section A Plats; real estate taxes for the year of such conveyance; all applicable zoning ordinances; such facts as an accurate survey would show; and all covenants, easements, restrictions and reservations of record or common to the subdivision. While Developer shall have the right to convey such portions or all of the Grassed Areas, Drives and Parking Areas as Developer shall from time to time determine, the conveyance of the Grassed Areas, Drives and Parking Areas shall be effectuated no later than the "Transfer Date" which shall be ninety (90) days after the "Turnover Date," as defined in the Association Articles, except that those portions of Section A, if any, which become Grassed Areas, Drives or Parking Areas subsequent to the Turnover Date shall be conveyed by Developer within thirty (30) days after the property in question becomes such a Grassed Area, Drive or Parking Area, as the case may be.

F. Sharing of Section A Recreation Area

1. Developer reserves the right to provide for some or all of the owners of residential Dwelling Units other than Developer ("Sharing Owners") in the next stage of Whisper Walk to be developed following this Section ("Sharing Section") to have the right to use the Section A Recreation Area on a nonexclusive basis with Section A Owners, as described in the Long Term Recreation Lease. In consideration for the sharing of the Section A Recreation Area Expenses by the Sharing Owners, as described in the Long Term Recreation Lease, the Association and all Section A Owners agree that the Sharing Owners, their family members, guests, licensees, lessees and invitees shall be permitted to use the Section A Recreation Area to the full and same

extent as same is available to Section A Owners. Developer agrees that the Sharing Owners of a maximum of one hundred twenty (120) dwelling Units in the Sharing Section may share the use of the Section A Recreation Area as set forth herein. Therefore, as used herein, the term "Sharing Owner" is limited to the Sharing Owners who have the right to use the Section A Recreation Area under the terms hereof.

Any and all Sharing Owners acquiring rights of use in and to the Section A Recreation Area under this Subject Replat Declaration and the Long Term Recreation Lease shall be obligated to pay the association or entity responsible for the administration of the Sharing Section ("Sharing Association") such Sharing Owner's portion of the Section A Recreation Area Expenses determined in accordance with the method for allocation set forth in the Long Term Recreation Lease as fully as though such Sharing Owners were Section A Owners. The Sharing Association shall assess and collect assessments for their portion of Section A Recreation Area Expenses and shall remit such assessments to the Association upon receipt thereof. Developer agrees that the provisions hereinabove set forth with respect to the rights and obligations of the Sharing Owners and the Sharing Association shall be included within the documents to be recorded amongst the Public Records of the County which establish the land use covenants and restrictions for the Sharing Section.

3. Developer reserves the right to terminate the aforescribed use rights and obligations of any or all Sharing Owners at any time, in its sole and absolute discretion.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; ASSOCIATION BOARD

A. Membership and Voting Rights

Membership in the Association shall be established and terminated as set forth in the Association Articles. Each Section A Owner shall be entitled to the benefit of, and be subject to, the provisions of the Section A Documents as same may be amended from time to time. The voting rights of the Section A Owners shall be as set forth in the Association Articles.

B. Association Board

The Association shall be governed by the Association Board which shall be appointed, designated or elected, as the case may be, as set forth in the Association Articles.

ARTICLE V

COVENANT TO PAY ASSESSMENTS FOR SECTION A OPERATING EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DEVELOPER AND MORTGAGEES

A. Affirmative Covenant to Pay Section A Operating Expenses

In order to (i) fulfill the terms, provisions, covenants and conditions contained in this Subject Replat Declaration; and (ii) maintain, operate and preserve the Section A Recreation Area, Grassed Areas, Drives, Parking

Areas and any other Association Property for the use, safety, welfare and benefit of the Section A Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon each "Contributing Unit" within Section A and any Sharing Section, as applicable ("Section A Contributing Unit") and each owner of a Section A Contributing Unit ("Section A Contributing Unit Owner") the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all "Assessments" (as hereinafter provided) including, but not limited to, the "Individual Assessments," "Guaranteed Assessments" and "Special Assessments" as hereinafter provided. The documents by which a portion of Section A, if any, is submitted to the condominium form of ownership ("Condominium Documents") shall recognize that all of the covenants set forth in this Subject Replat Declaration including, but not limited to, the obligations to pay Section A Operating Expenses as herein set forth shall run with the land submitted to such condominium form of ownership with any Assessments made pursuant to this Subject Replat Declaration against any Dwelling Unit constituting part of such condominium being deemed a Common Expense of such condominium and assessable against all of the property so submitted to the condominium form of ownership ("Condominium Property") as a whole and against the Association responsible for the operation thereof. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Dwelling Unit within Section A, whether or not it shall be so expressed in such deed or instrument, shall be personally obligated and agrees to pay to the Association all Assessments for Section A Operating Expenses in accordance with the provisions of the Section A Documents. No Section A Owner may exempt himself from personal liability for Assessments or release the Dwelling Unit owned by him from the liens and charges hereof, by waiver of the use of the Condominium Property or by abandonment of his Dwelling Unit. The Association may at any time require Contributing Unit Owners to maintain a minimum balance on deposit with the Association to cover future installments of Assessments.

B. Establishment of Liens

Any and all assessments made by the Association in accordance with the provisions of this Subject Replat Declaration or any of the Section A Documents ("Assessments") with interest thereon from the date due at the highest rate allowed by law and costs of collection, including, but not limited to, reasonable attorneys' fees as hereinafter provided are hereby declared to be a charge and continuing lien upon the Section A Contributing Units against which each such Assessment is made. Each Assessment against a Section A Contributing Unit, together with interest thereon at the highest rate allowed by law, late fees, and costs of collection thereof, including, but not limited to, reasonable attorneys' fees as hereinafter provided, shall be the personal obligation of the Section A Contributing Unit Owner of such Section A Contributing Unit but such obligation shall not pass as a personal obligation to successors in title unless assumed by such successors or as may be required by applicable law. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Successors in title shall take title subject to a recorded lien for Assessments. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where a First Mortgagee of record obtains title to a Section A Contributing Unit as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Section A Contributing Unit or chargeable to the former Section A Contributing Unit Owner thereof which became due prior to the acquisition of

title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Section A Contributing Unit in question is secured by a claim of lien for Assessment that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. Any and all late charges, fees, fines or interest levied by the corporation in connection with an unpaid Assessment shall be subordinate to the lien of a first mortgage on such Contributing Unit to which the unpaid Assessment relates. The provisions of Chapter 718.116(6), Florida Statutes, with respect to any first mortgagee, may be incorporated in the applicable Condominium Documents establishing the condominium form of ownership in Section A, if any.

C. Collection of Assessments

Assessments shall be due and payable upon the first day of each quarter of each year, or as otherwise designated by the Association Board, whether or not a bill for such has been sent to each Section A Contributing Unit Owner by the Association. In the event any Section A Contributing Unit Owner shall fail to pay any Assessment, or installment thereof, charged to such Section A Contributing Unit Owner within ten (10) days after the same becomes due, then the Association, through its Association Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To charge interest on such Assessment from the date it becomes due at the highest rate allowed by law, as well as a late charge of Ten Dollars (\$10) to defray additional collection costs.

2. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments, upon notice thereof to the Contributing Unit Owner in default, whereupon, the entire unpaid balance of the Assessment shall become due upon the date stated in the notice (which date shall not be less than ten (10) days after the date of the notice). In the event any Assessment is not paid within twenty (20) days after its respective due date, the Association, through the Association Board, may proceed to enforce and collect the said Assessment against the Contributing Unit Owner owing the same.

3. To advance on behalf of the Section A Contributing Unit Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Section A Contributing Unit Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with interest at the highest allowable rate; and all costs of collection thereof, including, but not limited to, reasonable attorneys' fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default.

4. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

5. To file an action at law to collect said Assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure in the Association.

6. Operating Expenses shall at all times be assessed to each Section A Dwelling Unit as more particularly described in the Declaration.

D. Collection by Developer

In the event for any reason the Association shall fail to collect the Assessments, then in that event, Developer shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Developer, using the remedies available to the Association as set forth above, which remedies (including, but not limited to, recovery of attorneys' fees) are hereby declared to be available to Developer.

E. Rights of Developer and Mortgagees to Pay Assessments and Receive Reimbursement

Developer and any First Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Section A Contributing Units. Further, Developer and any First Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Section A Operating Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. Developer and any First Mortgagees paying overdue Section A Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus any costs of collection including, but not limited to, reasonable attorneys' fees and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each First Mortgagee who is so entitled to reimbursement and to Developer if Developer is entitled to reimbursement.

ARTICLE VI

METHOD OF DETERMINING ASSESSMENTS
AND PROPERTY AND OWNERS TO ASSESS

A. Determining Amount of Assessments

The total anticipated Section A Operating Expenses for each calendar year shall be set forth in a budget ("Association Budget") prepared by the Association Board as required under the Section A Documents. The portion of the Section A Operating Expenses applicable to the Section A Condominiums shall be allocated to each Section A Condominium, which allocated portion shall constitute the "Common Expenses" of each Section A Condominium. The balance of the Section A Operating Expenses (other than those expenses which are properly the subject of a Special Assessment) shall be allocated as "Association Expenses". The total anticipated Section A Operating Expenses (other than those Section A Operating Expenses which are properly the subject of a Special Assessment) shall be apportioned equally among the Section A Contributing Units by dividing the total anticipated Section A Operating Expenses as reflected by the Association Budget (other than those Section A Operating Expenses which are properly the subject of a Special Assessment) (adjusted as hereinafter set forth) by the total number of Section A Contributing Units with the quotient thus arrived at being the "Individual Assessment." In allocating the expenses to each Section A Condominium, the Association Board shall consider the number of Dwelling Units with-

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In such Section A Condominium in order to attempt to provide a uniform Individual Assessment to all Dwelling Units; however any expenses occasioned by a particular Section A Condominium or group of Section A Condominiums which the Association Board determines may be more appropriately allocated to such Section A Condominium or Section A Condominiums, shall be so allocated. Notwithstanding the above stated method of allocation, however, the Section A Owners shall be obligated to pay in addition to the Individual Assessment, such Special Assessments as shall be levied by the "Board" and Association Board against their Dwelling Unit or Dwelling Units either as a result of (i) extraordinary items of expense; (ii) the failure or refusal of other Owners in any Section A Condominiums to pay their Individual Assessment; or (iii) such other reason or basis determined by the Board or Association Board which is not inconsistent with the terms of the Section A Documents or the Act.

B. Assessment Payments

The Individual Assessments shall be payable quarterly, in advance, on the first day of January, April, July and October of each year or in such other installments as the Association Board may determine and notice to Section A Owners (but in no event less frequently than quarterly). The Individual Assessments, and the installments thereof, as well as all Assessments provided for herein and all installments thereof shall be adjusted from time to time by the Association Board to reflect changes in the number of Section A Contributing Units (thus apportioning all such Assessments and installments thereof among all Section A Contributing Units in existence at the time such installment is due) or changes in the Association Budget or in the event that the Association Board determines that the Assessments or any installment thereof is either less than or more than the amount actually required. When a Section A Contributing Unit ("New Section A Contributing Unit") comes into existence during a period with respect to which an Assessment or installment thereof has already been assessed, the New Section A Contributing Unit shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Section A Contributing Units in existence at the time of such Assessment, prorated from the date the New Section A Contributing Unit comes into existence through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the New Section A Contributing Unit came into existence or prior thereto, said prorated amount thereof shall be immediately due and payable.

C. Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Section A Documents and whether or not for a cost or expense which is included within the definition of "Section A Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for, or on, the Section A Recreation Area, Grassed Areas, Drives, Parking Areas and any other Association Property or the cost (whether in whole or in part) of reconstructing or replacing such improvements. Special Assessments shall be assessed in the same manner as the Individual Assessment provided that no Section A Contributing Unit owned by Developer shall be subject to any Special Assessments without the prior written consent of Developer. Any Section A Contributing Units owned by Developer which are not subject to a Special Assessment shall not be deemed to be Section A Contributing Units in determining the respective amount of such Special Assessments being assessed against the Section A Contributing Units subject thereto. Special Assessments shall be paid in such installments or in a lump sum as the Association Board shall, from time to time, determine.

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D. Liability of Section A Contributing Unit Owners for Individual Assessments

By the acceptance of a deed or other instrument of conveyance of a Dwelling Unit in Section A, each Section A Owner thereof acknowledges that each Section A Contributing Unit and the Section A Contributing Unit Owners thereof are jointly and severally liable for their own Individual Assessment and their applicable portion of any Special Assessments (as to Special Assessments, subject to the limitations thereon relating to Section A Contributing Units owned by Developer) as well as for all Assessments for which they are liable as provided for herein and for all costs of collecting delinquent Assessments, plus interest and reasonable attorneys' fees. Such Section A Contributing Unit Owners further recognize and covenant that they are jointly and severally liable with the Section A Contributing Unit Owners of all Section A Contributing Units for the Section A Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessments insofar as Section A Contributing Units owned by Developer are concerned and the limitations on the liability of First Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner who is or becomes a Section A Contributing Unit Owner, for himself and his heirs, executors, successors and assigns, that in the event Section A Contributing Unit Owners fail or refuse to pay their Individual Assessment or any portion thereof or their respective portions of any Special Assessments or any other Assessments, then the other Section A Contributing Unit Owners may be responsible for increased Individual Assessments or Special or other Assessments due to the nonpayment by such other Section A Contributing Unit Owners, and such increased Individual Assessment or Special or other Assessment can and may be enforced by the Association and Developer in the same manner as all other Assessments hereunder as provided in this Subject Replat Declaration. The limitations applicable to Section A Contributing Units owned by Developer insofar as Special Assessments are concerned also apply to any portion of an Assessment arising from the failure of any Section A Contributing Unit Owner to pay a Special Assessment or any portion thereof.

E. Cable Expenses

Each Dwelling Unit will be assessed for the expenses ("Cable Expenses") associated with the furnishing of cable television services to such Dwelling Unit by a local cable television company in accordance with the Cable Television Agreement attached hereto as Exhibit C.

ARTICLE VII

SECTION A OPERATING EXPENSES;
CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the Section A Recreation Area and the Association Property including Grassed Areas, Drives and Parking Areas, and of the Association are hereby declared to be Section A Operating Expenses which the Association is obligated to assess and collect and which the Section A Contributing Unit Owners are obligated to pay as provided herein or as may be otherwise provided in the Section A Documents:

A. Taxes

Any and all taxes or special assessments levied or assessed at any and all times upon the Section A Recreation Area and the Grassed Areas, Drives, Parking Areas or any other Association Property or any improvements

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thereto or thereon by any and all taxing authorities, including, without limitation, all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the said Section A Recreation Area and the Grassed Areas, Drives, Parking Areas or any other Association Property and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon as opposed to any such levies or assessments against a Dwelling Unit which shall be paid by the Section A Owner thereof.

B. Utility Charges

All charges levied for utilities providing services for the Section A Recreation Area and the Grassed Areas, Drives, Parking Areas or any other Association Property or providing services for the individual Apartments though not separately metered to such Dwelling Units, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer, and any other type of utility or any other type of service charges.

C. Insurance

The premiums on any policy or policies of insurance required to be maintained under the Section A Documents and the premiums on any policy or policies of insurance which the Association determines to maintain even if not required to be so maintained under the Section A Documents.

D. Maintenance, Repair and Replacement

Any and all expenses necessary to (i) maintain and preserve the Section A Recreation Area and the Grassed Areas, Drives, Parking Areas and any other Association Property; (ii) keep, maintain, operate, repair and replace any and all buildings, improvements, personal property and furniture owned by the Association, fixtures and equipment upon the Section A Recreation Area and the Grassed Areas, Drives, Parking Areas and any other Association Property in a manner consistent with the development of Section A and in accordance with the covenants and restrictions contained herein and in the Section A Documents, and in conformity with all applicable federal, state, County or municipal laws, statutes, ordinances, orders, rulings and regulations; (iii) maintain and repair the portions of Section A which are the responsibility of the Association as provided for in the Section A Documents; and (iv) maintain and preserve any portion of the Association Property designated or used for drainage purposes.

E. Administrative and Operational Expenses

The costs of administration for the Association in the performance of its functions and duties under the Section A Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or an otherwise-related entity of Developer) to assist in the operation of the Section A Recreation Area and the Grassed Areas, Drives, Parking Areas and any other Association Property, or portions thereof, and to perform or assist in the performance of certain obligations of the Association under the Section A Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Section A Operating Expenses.

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F. Compliance with Laws

The Association shall take such action as it determines necessary or appropriate in order for the Section A Recreation Area and the Grassed Areas, Drives, Parking Areas and any other Association Property and the improvements thereon to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be a Section A Operating Expense.

G. Indemnification

The Association covenants and agrees that it will indemnify and hold harmless Developer from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Section A Recreation Area and the Grassed Areas, Drives, Parking Areas and any other Association Property and improvements thereof and thereon, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted) and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under any of the Section A Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Section A Documents to be kept or performed by the Association or the Section A Owners. The costs and expense of fulfilling this covenant of indemnification set forth in this Paragraph shall be a Section A Operating Expense.

H. Failure or Refusal of Section A Contributing Unit Owners to Pay Assessments

Funds needed for Section A Operating Expenses due to the failure or refusal of Section A Contributing Unit Owners to pay Assessments levied shall, themselves, be deemed to be Section A Operating Expenses and properly the subject of an Assessment provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Section A Contributing Unit Owners to pay a Special Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon with respect to Section A Contributing Units owned by Developer.

I. Extraordinary Items

Extraordinary items of expense under the Section A Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment subject to the limitations thereon with respect to Section A Contributing Units owned by Developer.

J. Matters of Special Assessments Generally

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Association Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Section A Documents must also be approved by the affirmative vote (at any meeting thereof having a quorum) of the Section A Owners,

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except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Section A Recreation Area and the Grassed Areas, Drives, Parking Areas or any other Association Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditures shall be the subject of a Special Assessment.

K. Costs of Reserves

The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation and/or deferred maintenance of the Section A Recreation Area and the Grassed Areas, Drives, Parkings Areas and any other Association Property and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Association Board from time to time shall be a Section A Operating Expense. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Section A Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

L. Miscellaneous Expenses

The cost of all items of costs or expense pertaining to or for the benefit of the Association on the Section A Recreation Area and the Grassed Areas, Drives, Parking Areas or any other Association Property, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Section A Operating Expense by the Association Board shall be a Section A Operating Expense.

ARTICLE VIII

INSURANCE AND CONDEMNATION PROCEEDINGS

The Association shall purchase the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Section A Operating Expenses:

A. Public Liability Insurance

A comprehensive policy or policies of public liability insurance naming the Association and, until the Transfer Date, Developer as named insureds thereof and including the Section A Owners as insureds thereunder insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Section A Recreation Area and the Grassed Areas, Drives, Parking Areas and any other Association Property and any improvements and buildings located thereon as well as the "Common Elements" (as may be set forth in a Condominium Declaration and as may herein be set forth) of the Condominium Property and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000) for damages incurred or claims for personal injury for any one occurrence (with no separate limit stated for the number of claims) and not less than One Hundred Thousand Dollars (\$100,000) for property damage incurred or claimed for any one occurrence (with no separate limit stated for the number of claims). Such coverage shall include as appropriate, without limitation, protection against legal liability, water damage liability, off premises employee coverage, liability for non-owned and hired automobiles, liability

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for property of others and such other risks as are customarily covered with respect to areas similar to the Section A Recreation Area and the Grassed Areas, Drives, Parking Areas and any other Association Property in developments similar to Section A in construction, location and use. The insurance purchased shall contain a "Severability of Interest Endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of a Section A Owner because of the negligent acts of either the Association, Developer or any other Section A Owners or deny the claim of either Developer or Association because of negligent acts of the other or the negligent acts of a Section A Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Section A Owners as a group to a Section A Owner. Each Section A Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Dwelling Unit and, if the Section A Owner so determines, for supplementing any insurance purchased by the Association covering the Common Elements and the Association Property.

B. Building Insurance

Insurance for the Condominium Property and all buildings constructed on the Section A Recreation Area or any Association Property in and for the interest of the Association, all Section A Owners and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the Association Board in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs as determined annually by the Association Board exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Association Board may determine the kinds of coverage and proper and adequate amount of insurance. Such insurance shall afford protection against at least the following:

1. loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and
2. such other risks as shall customarily be covered with respect to areas similar to the Condominium Property, Section A Recreation Area and any Association Property in developments similar to Section A in construction, location and use.

The Association shall also obtain, provided same is available, flood insurance sponsored by the federal government on all buildings constructed on the Section A Recreation Area or any Association Property and all Condominium Property.

Each Section A Owner shall be responsible for the purchase of casualty insurance for all of his personal property. All such casualty insurance policies shall name the Association as an insured. Each Unit Owner shall be required to provide a certificate of insurance to the Association proving that he has obtained such casualty insurance.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

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1. The First Mortgagee holding the highest dollar indebtedness on Dwelling Units in Section A ("Lead First Mortgagee") shall have the right to approve the form of such insurance policies, the amounts thereof, the company or companies which shall be the insurers under such policies, the insurance agent or agents and the designation of an "Insurance Trustee" (as hereinafter defined) and a successor Insurance Trustee, which approval shall not be unreasonably withheld or delayed. The Lead First Mortgagee shall be deemed to have approved the Insurance Trustee unless its written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. The Association shall have the right to designate an insurance trustee ("Insurance Trustee") to act as an insurance trustee in the manner provided in this Subject Replat Declaration, which Insurance Trustee shall be a commercial bank or trust company which is authorized to do business in the State of Florida and which has its principal office in Palm Beach County, Broward County or Dade County, Florida, and thereafter, at any time and from time to time, the Association shall have the right to change the Insurance Trustee to another such bank or trust company.

2. All policies of insurance purchased by the Association shall be deposited with the Insurance Trustee upon its written acknowledgement that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, and the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its services as Insurance Trustee. The Association Board is hereby irrevocably appointed agent for each Section A Owner to adjust all claims arising under insurance policies purchased by the Association in which Section A Owners have or may have an interest. The Insurance Trustee shall not be liable in any manner for the payment of any premium on policies, the renewal of policies, the sufficiency of the coverage of any such policies or any failure to collect any insurance proceeds under any policies.

3. In the event of any damage to any Condominium Property, no mortgagee shall have any right to participate in the determination of whether such Condominium Property is to be rebuilt nor shall any mortgagee have the right to apply insurance proceeds received by the Insurance Trustee to the repayment of its loan, unless such proceeds are distributed to Section A Owners and/or their respective mortgagees.

4. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it as such Insurance Trustee and to hold such proceeds in trust for the Association, Section A Owners and mortgagees under the following terms:

(a) In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Dwelling Units without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all insurance proceeds received as a result of such loss directly to the Section A Owners of the Dwelling Units damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of such Section A Owners to use such proceeds to effect the necessary repairs to the Dwelling Units and to return the Dwelling Units to their prior condition according to the standards required under the Section A Documents. The Insurance Trustee must rely upon the written statement of the Association as to whether a Dwelling Unit or a Common Element or both have suffered damage insured under any policies held by the Insurance Trustee.

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(b) In the event that a loss of Five Thousand Dollars (\$5,000) or less, as determined by detailed estimates or bids for repair and reconstruction obtained by the Association Board, occurs to any Common Elements or to any Dwelling Units and Common Elements which are contiguous, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association shall promptly cause the necessary repairs to be made to the Common Elements and to any such damaged contiguous Dwelling Units. In such event, should insurance proceeds be sufficient for the repair of the damaged Common Elements but insufficient for the repair of all of the damage to the Dwelling Unit contiguous thereto, the proceeds shall be applied first to completely repair the Common Elements, and the balance of the funds shall be apportioned by the Association to repair the damage to the Dwelling Unit, which apportionment shall be made to each Dwelling Unit in accordance with the proportion of damage sustained by each of such Dwelling Units as estimated by the insurance company or companies whose policies cover such damages. Any deficiency between such proceeds apportioned to a damaged Dwelling Units and the cost of the repair of such damaged Dwelling Unit shall be made up by a Special Assessment against the Owner of such damaged Dwelling Unit. In the event the insurance proceeds are insufficient to pay for the cost of repair of the Common Elements the Association Board shall hold a special meeting to determine a Special Assessment against all of the Dwelling Units in the affected Section A Condominium to obtain any necessary funds to repair and restore the damaged Common Elements. Such Special Assessment need not be uniform as to all Dwelling Units, but may be in accordance with such factors as the Association Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Association Board of the amount of such Special Assessment, the Association Board shall immediately levy such Special Assessment against the respective Dwelling Units in the affected Section A Condominium setting forth the date or dates for payment of same.

(c) In the event the Insurance Trustee receives proceeds in excess of Five Thousand Dollars (\$5,000) as a result of damages to any Common Elements or to any Dwelling Units and Common Elements which are contiguous, then the Insurance Trustee shall hold in trust all insurance proceeds received with respect to such damages, together with any and all other monies paid to the Insurance Trustee pursuant to the following subparagraph (c)(iii) and shall distribute such funds in the following manner:

(i) The Association Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction of such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay for the same.

(ii) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements or if the insurance proceeds, together with the funds described in subparagraph (c)(iii) below are sufficient for such purpose, then such damaged improvements shall be completely repaired and restored. The Association Board shall negotiate for the repair and restoration of such damaged Section A Condominium, and the Association shall negotiate and enter into a construction contract with a contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Association Board, which contractor shall post a performance and payment bond with respect to such work. The Insurance Trustee shall disburse the insurance proceeds and other applicable funds held in trust in accordance with provisions for progress payments to be contained in such construction contract; provided, however, prior to any payment of such funds, the payees of such funds shall deliver to the Insurance Trustee any paid bills, waivers of liens under any lien laws and executed affidavits required by law, the Association or any respective mortgagees.

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(iii) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements, the Association Board shall hold a special meeting to determine a Special Assessment against all of the Dwelling Units in the affected Section A Condominium ("Affected Units") to obtain any necessary funds to repair and to restore such damaged improvements. Such Special Assessment need not be uniform as to all Affected Units but may be in accordance with such factors as the Association Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Association Board of the amount of such Special Assessment, the Association Board shall immediately levy such Special Assessment against the respective Affected Units setting forth the date or dates of payment of the same, and any and all funds received from the Owners of the Affected Units pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph (c)(ii) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged Section A Condominium and the insurance proceeds exceeds the sum of One Hundred Thousand Dollars (\$100,000), and three-fourths (3/4) of the Owners of the Affected Units advise the Association Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into equal shares and shall promptly pay each share of such proceeds to the Owners of the Affected Units and mortgagees of record thereof as their interests may appear (an "Insurance Proceeds Distribution"). In making such Insurance Proceeds Distribution to the Owners of the Affected Units and the mortgagees thereof, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Owners of the Affected Units and their respective mortgagees.

(d) In the event that after the completion of and payment for the repair and reconstruction of the damage to the Section A Condominium, and after the payment of the Insurance Trustee's fee with respect thereto, any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as by the insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement or reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Section A Owners in proportion of their contributions by way of Special Assessment.

(e) In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully for any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

(f) The recipient of the insurance proceeds, whether the Association or Section A Owners, shall be responsible to pay the deductible.

(g) Any repair, rebuilding or reconstruction of damaged Section A Condominiums shall be substantially in accordance with the architectural plans and specifications for (i) the originally constructed Section A Condominium, (ii) a previously reconstructed Section A Condominium, or (iii) new plans and specifications approved by the Association Board; provided, however, any material or substantial change in new plans and specifications

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approved by the Association Board from the plans and specifications of the previously constructed Section A Condominiums (except such as are required by applicable law or building codes) shall require approval by the Lead First Mortgagee. Additionally, until the Turnover Date any such material or substantial change in new plans and specifications approved by the Association Board from the plans and specifications of the previously constructed Section A Condominium (except such as are required by applicable law or building codes) shall also require the consent of fifty percent (50%) of the "Purchaser Members" (as defined in the Association Articles) which consent may be evidenced by a writing signed by the required number of Purchaser Members or by the affirmative vote of the required number of Purchaser Members at any regular or special meeting of the Association called and held in accordance with the Association By-Laws evidenced by a certificate of the Secretary or an assistant Secretary of the Association.

The Association Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Dwelling Units alone or to improvements within Common Elements contiguous thereto, or both.

5. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Subject Replat Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida.

D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for all of Section A or portions thereof, provided that the coverages required hereunder are fulfilled.

E. Fidelity Coverage

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Association Directors and all others who handle and are responsible for handling funds of the Association, such coverage to be in the form of fidelity bonds which meet the following requirements to the extent same are reasonably obtainable at a reasonable cost in the judgment of the Association Board:

1. Such bonds shall name the Association as an obligee;
2. Such bonds shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual Section A Operating Expenses; and
3. Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

F. Condemnation

1. The taking of any Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Section A Owners, the Section A Owners shall deposit the awards with the

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Insurance Trustee; and in the event of failure to do so, in the discretion of the Association Board, a Special Assessment shall be made against a defaulting Section A Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Section A Owner. Each Section A Owner, by his acceptance of a Warranty Deed for his Dwelling Unit, appoints the Insurance Trustee as his attorney-in-fact with respect to negotiation, settlement and agreement with any condemning authority.

2. If a Section A Condominium ("Affected Condominium") is terminated in accordance with the provisions of this Subject Replat Declaration or the Declaration of Condominium for that Affected Condominium after condemnation, the proceeds of the awards and Special Assessments, if any, will be deemed to be Condominium Property and shall be divided into the shares in which the Section A Owners of the Affected Condominium own the Common Elements of such Condominium and distributed to the Section A Owners and first mortgagees as their interests may appear. If the Affected Condominium is not terminated after condemnation, the size of the Affected Condominium will be reduced, the owners of the condemned Dwelling Unit will be made whole and the Condominium Property damaged by the taking will be made useable in the manner provided below.

3. If the taking reduces the size of a Unit ("Reduced Unit") and the remaining portion of the Reduced Unit can be made tenantable, the award for the taking of a portion of the Reduced Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Affected Condominium:

(a) The Reduced Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Association or by a Special Assessment against all Section A Owners, as determined by the Association Board.

(b) The balance of the award, if any, shall be distributed to the owner of the Reduced Unit and to each first mortgagee of the Reduced Unit, the remittance being made payable to the Section A Owner and first mortgagees as their interests may appear.

(c) If the floor area of the Reduced Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Reduced Unit shall be reduced in the proportion by which the floor area of the Reduced Unit is reduced by the taking, and then the shares of all Section A Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

4. If the taking is of the entire Reduced Unit or so reduces the size of a Reduced Unit that it cannot be made tenantable, the award for the taking of the Reduced Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) The market value of the Reduced Unit immediately prior to the taking shall be paid to the Section A Owner thereof and to each first mortgagee thereof as their interests may appear.

(b) The remaining portion of the Reduced Unit, if any, shall become a part of the Common Elements and shall be placed in a condition approved by the Association Board; provided that if the cost of the work shall

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exceed the balance of the funds from the award for the taking after the payment set forth in subparagraph F.4.(a) above, the work shall be approved in the manner required for further improvement of the Common Elements.

(c) The shares in the Common Elements appurtenant to the Dwelling Units that continue as part of the Affected Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Section A Owners. This shall be done by restating the shares of continuing Section A Owners in the Common Elements as percentages of the total of the numbers representing the shares of these Section A Owners as they exist prior to the adjustment.

(d) If the amount of the award for the taking is not sufficient to pay the market value of the Reduced Unit to the Section A Owner and to condition the remaining portion of the Reduced Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Section A Owners who will continue as Section A Owners after the changes in the Affected Condominium effected by the taking. The assessments shall be made in proportion to the shares of those Section A Owners in the Common Elements after the changes effected by the taking.

(e) If the market value of a Reduced Unit prior to the taking cannot be determined by agreement between the Section A Owner and first mortgagees of the Reduced Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Reduced Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Section A Owners in proportion to the shares of the Section A Owners in the Common Elements as they exist prior to the changes effected by the taking.

5. Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Association Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Section A Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to first mortgagees as their interests may appear.

ARTICLE IX

USE AND MAINTENANCE OF CONDOMINIUM PROPERTY

A. Covenants for Use

1. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Dwelling Unit within Section A, whether or not it shall be so expressed in such deed or instrument, covenants and agrees that the Dwelling Unit and the Condominium Property of the Section A Condominium in which the Dwelling Unit is located shall be used, held, maintained and con-

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veyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding same as are or may be set forth in the Section A Documents including, but not limited to, this Subject Replat Declaration and all applicable Condominium Declarations.

2. No Section A Owner shall in any way damage, injure or impair the Common Elements.

B. Maintenance and Repair of Condominium Property

The maintenance and repair of Condominium Property is either the responsibility of the Section A Owners or the Association as hereinafter more particularly set forth:

1. Responsibilities of Section A Owners.

(a) Each Section A Owner shall maintain in good condition and repair and replace at his own expense (i) all portions of his Dwelling Unit, including the Common Elements or portions thereof contained in his Dwelling Unit and all interior surfaces within or surrounding his Dwelling Unit (such as the surfaces of the walls, ceilings and floors, all bathroom fixtures, tubs, showers and tiling); (ii) all utility lines, air conditioning equipment, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which service only his Dwelling Unit; and (iii) all glass and screens in windows and doors, all in a manner consistent and in uniformity with the building plans and specifications utilized by Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved as provided in this Subject Replat Declaration. Section A Owners shall be responsible for all electrical repairs within a Dwelling Unit. The Association shall maintain only the meter on the outside of the Building. All plumbing repairs which are not accessible from outside the Building shall also be the responsibility of the Section A Owners. Each Section A Owner shall pay for any utilities which are separately metered to his Dwelling Unit. Each Section A Owner shall be responsible for providing and maintaining his own mailbox. Each Section A Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs. Furthermore, should the negligence or willful misconduct of a Section A Owner result in the need for work (including, but not limited to, work in the nature of maintaining or repairing portions of a Dwelling Unit belonging to another Section A Owner, Condominium Property, the Section A Recreation Area, or Association Property including, but not limited to, Grassed Areas, Drives or Parking Areas) which would otherwise be the responsibility of the Association or another Section A Owner, the Section A Owner in question shall be liable to the Association for the cost and expense so incurred and shall be subject to a Special Assessment therefor.

(b) No Section A Owner shall make any alterations in the building in which his Dwelling Unit is located or the Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building or the Common Elements or which, in the sole opinion of the Association Board, would detrimentally affect the architectural design of the building without first obtaining the written consent of the Association Board.

(c) Notwithstanding any provision herein to the contrary, no Section A Owner shall undertake to paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the building maintained by the Association, including terraces,

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balconies, porches, patios, doors or window frames (except for replacing window panes), etc., or to place any drapery facings without white outside lining, heat reflecting devices, blinds or shades without first obtaining the written approval of the Association Board, which approval the Association Board may withhold in its absolute discretion, or to have any exterior lighting fixtures, mailboxes, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the building maintained by the Association without first obtaining specific written approval of the Association Board. The Association Board shall not grant approval if, in its opinion, the effect of any of the items mentioned herein will be unsightly.

(d) Each Section A Owner shall promptly report to the Association any defect known to such Section A Owner which requires repair of Condominium Property for which the Association or a party other than that Section A Owner is responsible.

(e) No Section A Owner shall make repairs to any plumbing or electrical wiring within a Dwelling Unit, except by licensed plumbers or electricians. The provisions as to the use of a licensed plumber or electrician shall not be applicable to a First Mortgagee or to Developer. Plumbing and electrical repairs within a Dwelling Unit shall be paid for and shall be the financial obligation of the Section A Owner.

(f) Section A Owners shall permit any officer of the Association or any agent of the Association Board to have access to each Dwelling Unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Dwelling Unit or Dwelling Units, which shall be their irrevocable right.

2. Responsibilities of the Association.

(a) The Association shall maintain, repair and replace the portions of Condominium Property which are not the responsibility of any Section A Owner including (i) all of the Common Elements and all exterior surfaces of the Building and all landscaping upon the Condominium Property; (ii) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services, but excluding therefrom appliances and plumbing fixtures within a Dwelling Unit; (iii) any and all improvements and facilities located upon the Association Property in accordance with this Subject Replat Declaration; (iv) all painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of the Dwelling Units or the Section A Condominiums; and the cost thereof shall be a Common Expense.

(b) In the case of a situation deemed an emergency by the Association Board, the Association Board may repair, replace or maintain those portions of the Common Elements or other portions of a Dwelling Unit and/or Condominium Property which are otherwise the responsibility of a Section A Owner and levy a Special Assessment against such Section A Owner for same.

(c) The Association shall have such other responsibilities for maintenance and repair of any Condominium Property and the Section A Condominiums thereon as may be provided for in the Condominium Declarations provided same are consistent under all such Condominium Declarations.

3. Provisions for Interpretation of Responsibilities. Notwithstanding any provision in this Subject Replat Declaration to the contrary, in the

event any Common Element or part thereof located within a Dwelling Unit (including without limitation roofing, siding, pipes for water or sewage or wires or cables for utilities) requires maintenance, repair or replacement and the Association Board determines that the necessity for such maintenance, repair or replacement was not due to any act or failure to act on the part of the Section A Owner of the Dwelling Unit in question and that the cost of such maintenance, repair or replacement would result in an inequitable and unfair burden upon any particular Dwelling Unit, then upon such determinations by the Association Board the cost of such maintenance, repair or replacement shall be determined to be the subject of a Special Assessment and shared equally by all of the Dwelling Units in the Section A Condominium. Decisions of the Association Board with respect to the foregoing shall be consistent.

4. Alterations and Improvements. The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the rights of any Section A Owner or any First Mortgagee. In the event such changes or improvements prejudice the rights of a Section A Owner or First Mortgagee, the consent of such Section A Owner or First Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused. In any event, approval of the Association Board shall be submitted for ratification by the affirmative vote of two-thirds (2/3) of the Section A Owners if the cost of the same shall be in Common Expenses which shall exceed One Thousand Dollars (\$1,000). The cost of such alterations and improvements shall be assessed among the Section A Owners in proportion to their share of Common Expenses.

ARTICLE X

EASEMENTS

A. Recognition of Existing Easements

Each Section A Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Condominium Property under this Subject Replat Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across Condominium Property as covenants running with Condominium Property for the benefit of the Section A Owners, the Association and Condominium Property as hereinafter specified for the following purposes:

1. Utility and Governmental Services Easements. Easements to provide utility services and for Governmental Purposes as is more particularly set forth in Article III hereof including, but not limited to, rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility services and Governmental Purposes subject to the limitations set forth in said Article III.

2. Easement for Encroachment. An easement for encroachment in favor of all Section A Owners in the event any portion of any of the Dwelling Units now or hereafter encroaches upon any of the other Dwelling Units or other portions of Section A as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroach-

ment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Section A Owners or their designees.

3. Structural Cross Easements. Cross easements of support and use over, upon, across, under, through and into the Common Elements in favor of the Association, the Section A Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Dwelling Units and Common Elements within any Condominium Property.

4. Right of Association to Enter Upon Condominium Property. An easement or easements for ingress and egress in favor of the Association by the Association Board or the designees of the Association Board to enter upon Condominium Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and/or repair in accordance with the Section A Documents, including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Owners.

5. Assignments. The easements reserved hereunder may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Section A Owners hereby authorize Developer and/or the Association to execute, on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon Condominium Property or portions thereof in accordance with or to complement the provisions of this Subject Replat Declaration or applicable Condominium Declarations subject to the limitations as to then existing buildings or other permanent structures or facilities constructed within Section A in accordance with this Subject Replat Declaration and the Section A Documents and prior to the use of such easements as is provided in Article III E. hereof.

ARTICLE XI

CERTAIN ACTIVITIES RESTRICTED OR PROHIBITED WITHIN SECTION A

A. Temporary Buildings, Etc.

No tents, trailers, vans, shacks or other temporary buildings or structures shall be constructed or otherwise placed within Section A except in connection with construction, development or sales activities permitted under the Declaration or this Subject Replat Declaration or with the prior written consent of the Association Board or, if the "Board" (being the Board of the Corporation as provided for in the Declaration) has delegated authority with respect thereto to the Association pursuant to Article III D. 6. of the Declaration, then with the prior written consent of the Association Board alone. No temporary structure may be used as a residence.

B. Boats, Motor Vehicles, Trailers, Etc.

No boats, boat trailers, house trailers, motor homes, trucks, vans, motorcycles, motor scooters, go carts, motor bikes or other motor vehicles or trailers, whether of a recreational nature or otherwise, other than in connection with construction, development or sales activities permitted under the Declaration or this Subject Replat Declaration and other than four-wheel passenger automobiles, shall be placed, parked or stored within Section A ex-

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cept within a Dwelling Unit where same cannot be seen from any part of Section A or Whisper Walk; except for temporary periods during which time lawful and permitted work associated therewith is being conducted (e.g., deliveries or repairs to a Dwelling Unit) but in no event overnight; and except for such four-wheel noncommercial vehicles as the Association shall specifically approve in writing prior to their being placed, parked or stored within Section A. No maintenance or repair shall be done upon or to any such boats, trailers, motorcycles, motor scooters, go carts, motor bikes or other motor vehicles (including, but not limited to, any permitted four-wheel passenger automobiles) except within a Dwelling Unit and totally isolated from public view.

C. Signs

No sign of any kind shall be displayed to the public view on any Dwelling Unit except as provided in Paragraph R. of Article XIII herein as to Developer.

D. Animals and Pets

No Section A Owner shall keep any pet in his Dwelling Unit without the prior written permission of the Association Board. Only common household pets may be kept in a Dwelling Unit but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of Section A. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Association Board.

E. Certain Improvements

No Section A Owner shall make any improvements, additions or alterations to, or remove any of, the Common Elements or the exteriors of the Section A Condominiums or any part or parts thereof including, without limitation, the painting, staining or varnishing of the exteriors of the Section A Condominiums or the installation of awnings or shutters on the exterior of the Section A Condominiums without the prior written approval thereof in each instance by the Association Board, which approval may be withheld in the sole and absolute discretion of each of the Section A Owners owning Dwelling Units within the Section A Condominium in question and the Association Board. Notwithstanding the foregoing, even though all of the Section A Owners of Dwelling Units in a particular Section A Condominium do not approve of the painting, staining or varnishing but the approval of seventy-five percent (75%) of such Section A Owners owning Dwelling Units in the Section A Condominium in question (on the basis of one (1) vote per Dwelling Unit) is obtained, then the Association Board may determine, in its sole discretion, whether or not the painting, staining or varnishing or installations should take place and the determination by the Association Board shall control for all purposes. Notwithstanding anything to the contrary contained in this Paragraph, for so long as the "First Association Board" (as defined in the Association Articles) exists, the First Association Board shall have the absolute right to approve of a Section A Owner doing any of the things contemplated by this Paragraph and, if the First Association Board so approves of same, the Section A Owner in question shall be permitted to do that which has been approved by the First Association Board without the consent of any Section A Owners whatever.

F. Increase in Insurance Rates, etc.

No Section A Owner shall permit or suffer anything to be done or kept in his Dwelling Unit which may: (i) reasonably be expected to result in

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an increase in the insurance rates on his Dwelling Unit, the Common Elements or any portion of Whisper Walk; (ii) obstruct or interfere with the rights of other Section A Owners or the Association; or (iii) annoy other Section A Owners by unreasonable noises or otherwise. A Section A Owner shall not commit or permit any nuisance, immoral or illegal act in his Dwelling Unit, on the Common Elements or any portion of Whisper Walk.

G. Water Supply

No wells or individual water supplies shall be permitted except for sprinkler systems in compliance with all applicable governmental requirements.

H. Occupancy of Dwelling Units

The Dwelling Units shall be used for single-family residences only. No separate part of a Dwelling Unit may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No Dwelling Unit may be rented for a term of less than four (4) months and no Dwelling Unit may be rented more than twice in any twelve (12) month period. A Dwelling Unit owned by a corporation may be occupied only by the two (2) principal officers of the corporation and their families, and any lessees of the corporation who otherwise qualify as provided in this Replat Declaration. No children under the age of fifteen (15) shall be permitted to reside in any of the Dwelling Units without the prior written permission of the Association Board, except that children under the age of fifteen (15) may be permitted to visit and temporarily reside in any of the Dwelling Units for a period of time not to exceed a total of sixty (60) days per calendar year.

ARTICLE XII

MAINTENANCE OF SECTION A

In order to further establish and preserve Section A and Whisper Walk, the Section A Owners and the Association covenant and shall be obligated at all times to maintain the Section A property as provided for herein and in the Section A Documents in a neat and aesthetically pleasing and proper condition and good repair. In the event that a Section A Owner fails to maintain his Dwelling Unit and otherwise provide any maintenance required under the Section A Documents ("Defaulting Owner"), the Association shall have the right, though not the obligation, upon thirty (30) days' written notice, to enter the property of the Defaulting Owner for the purpose of performing the maintenance and/or repairs described in the notice. The cost of performing such maintenance and/or repairs and the expense of collection (including, but not limited to, court costs and reasonable attorneys' fees for the services of the Association's attorneys through and including all appeals and whether or not suit be instituted) shall be assessed against the Defaulting Owner and shall become a lien upon the Dwelling Unit of the Defaulting Owner. Said lien shall be effective only from and after the time of recordation amongst the Public Records of the County of a written statement claiming such a lien on behalf of the Association and setting forth the amount due which shall bear interest from the date thereof at the highest rate allowed by law. The Association shall have all rights and remedies with respect to the enforcement and collection of such lien as the Association would have with respect to liens for Assessments as provided for in this Subject Replat Declaration. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction thereof in recordable form. The Corporation shall have the same rights as the Association has under this Article but shall be under no obligation to exercise such rights. Furthermore, in the event that

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the Association fails to maintain such portions of the Section A property as the Association is required to maintain in accordance with the Section A Documents including, but not limited to, this Subject Replat Declaration, the Corporation shall have the right, but not the obligation, upon thirty (30) days written notice, to enter upon the Section A property for the purpose of performing the maintenance and/or repairs described in the notice. The cost of performing such maintenance and/or repairs and the expense of collection (including, but not limited to, court costs and reasonable attorneys' fees for the services of the Corporation's attorneys through and including all appeals and whether or not suit be instituted) shall be assessed by the Corporation against the Section A Owners as if same were a Special Assessment (and thus subject to the limitations with respect to Special Assessments as provided for in the Section A Documents) and shall be assessed, levied, collected and enforced by the Corporation in the same manner as the Association might assess, levy, collect and enforce same, with the Corporation having all of the rights of the Association to so assess, levy, collect and enforce the same.

ARTICLE XIII

SALES, LEASES AND CONVEYANCES

In order to assure a community of congenial and responsible Section A residents and thus protect the value of the Dwelling Units, the sale and leasing of Dwelling Units shall be subject to the following provisions until this Subject Replat Declaration is terminated in accordance with the provisions herein or elsewhere contained, or until this section of the Subject Replat Declaration is amended in the manner herein provided:

A. Sale or Lease

No Section A Owner may dispose of his Dwelling Unit or any interest therein by sale or lease (except to the spouse or parents of such Section A Owner) without approval of the Association, which approval of the Association shall be obtained in the manner hereinafter provided:

1. Notice to Association. Each and every time a Section A Owner ("Transferor") intends to make a sale or lease of his Dwelling Unit or any interest therein ("Offering"), he shall give written notice to the Association ("Notice") of such intention, together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease and such other information as the Association may reasonably require on forms that are supplied by the Association. The giving of such Notice shall constitute a warranty and representation by the Transferor to the Association and any purchaser or lessee produced by the Association as hereinafter provided, that the Transferor believes the proposal to be bona fide in all respects. The Notice just described shall be sent by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

2. Association's Election. Within thirty (30) days after receipt of the Notice, the Association shall either approve the Offering ("Approval") or furnish a purchaser or lessee approved by the Association and give notice thereof to Transferor who will accept the sale or lease to the substitute purchaser or lessee furnished by the Association upon terms as favorable to Transferor as the terms stated in the Notice; except that the purchaser or lessee furnished by the Association may not have less than thirty (30) days subsequent to the date of his approval within which to complete the sale or lease of Transferor's Dwelling Unit. Transferor shall be

bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association. If the Association approves the Offering, such Approval shall be in writing and in recordable form, signed by any two (2) officers of the Association, and shall be delivered to the purchaser or lessee of the Transferor. Failure of the Board to grant Approval or to furnish a substitute purchaser or lessee within thirty (30) days after the Notice is received shall constitute Approval, and the Association shall be required to prepare and deliver to the purchaser or lessee of the Transferor a written Approval in recordable form signed by two (2) officers of the Association.

B. Acquisition by Gift, Devise or Inheritance

1. Any person (except the spouse or parents of a Section A Owner) who has obtained a Dwelling Unit by gift, devise, inheritance or by any other method not heretofore considered shall give to the Association notice of the fact of obtaining such Dwelling Unit, together with (i) such information concerning the person(s) obtaining the Dwelling Unit as may be reasonably required by the Association and (ii) a certified copy of the instrument by which the Dwelling Unit was obtained. If the notice to the Association herein required is not given, then at any time after receiving knowledge of the gift, devise, inheritance or other transaction the Association may, at its election, approve or disapprove the transaction or ownership. The Association shall proceed as if it had been given the required notice on the date of such knowledge.

2. Within thirty (30) days after receipt of the aforementioned notice and information, the Association must either approve or disapprove the transfer of title by gift, devise, inheritance or otherwise to the person receiving the same. The approval of the Association shall be in recordable form signed by any two (2) officers of the Association and delivered to the person obtaining title. Failure of the Association to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association, through two (2) officers, shall prepare and deliver written approval in recordable form as aforesaid. If the Association shall disapprove, the matter shall be disposed of by the Association advising the person obtaining title by gift, devise, inheritance or otherwise in writing, of a purchaser or purchasers who will buy the said Dwelling Unit at its fair market value. The fair market value shall be determined by any of the following methods: (i) by three (3) M.A.I. appraisers, one (1) of whom shall be selected by the purchaser, one (1) by the person holding title and one (1) by the two (2) appraisers just appointed; (ii) upon mutual agreement by the purchaser and person holding title; or (iii) by one (1) M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. Costs for appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after determination of the purchase price. Simultaneously with notification to the person holding title that the Association has furnished a purchaser, there shall be submitted a signed contract by said purchaser or purchasers providing for the acquisition of the Dwelling Unit in accordance with the terms of this Subject Replat Declaration.

3. If the Association shall fail to provide a purchaser within thirty (30) days from receipt of notice described in the prior paragraphs, or if the purchaser furnished by the Association shall default in his acquisition, then the Association shall be required to approve the passage of title by gift, devise, inheritance or other transaction and shall evidence the same by an instrument in writing in recordable form signed by two (2) officers of the Association.

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C. Rights of First Mortgagee in Event
of Foreclosure

Upon becoming the owner of a Dwelling Unit through foreclosure or by deed in lieu of foreclosure, a First Mortgagee, or whomsoever shall acquire title to a Dwelling Unit as the result of a foreclosure sale by a First Mortgagee, shall not require the approval of the Association as to its ownership of such Dwelling Unit and shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Dwelling Unit, including the fee ownership thereof, without prior offer to or approval by the Board, and the provisions of Paragraphs A. and B. of this Article XIII shall not apply to such persons. It is the intent hereof to provide that a first mortgagee, upon becoming the owner of a Dwelling Unit under the conditions set forth in the preceding sentence, is not required to have its ownership in a Dwelling Unit approved by the Association and that it is also free from the other restrictions of Paragraphs A. and B. of this Article XIII.

ARTICLE XIV

PROVISIONS SETTING FORTH THE RIGHT OF
DEVELOPER TO SELL OR LEASE DWELLING UNITS OWNED
BY IT FREE OF RESTRICTIONS SET FORTH IN
ARTICLE XIII

A. The provisions, restrictions, terms and conditions of Article XIII hereof shall not apply to Developer as a Section A Owner, and in the event and so long as Developer shall own any Dwelling Units, whether by reacquisition or otherwise, Developer shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber in any way any such Dwelling Unit upon any terms and conditions as it shall deem to be in its own best interests including, without limitation, the right to lease Dwelling Units for such term as Developer, in its sole discretion, may determine.

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

ARTICLE XV

GENERAL PROVISIONS

A. Conflict With Declaration

In the event of any conflict between the provisions hereof and the provisions of the Declaration, the provisions of the Declaration shall control.

B. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Section A Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Dwelling Unit owned by such Section A Owner; and (ii) the Association, certified mail, return receipt requested, at 1151 Northwest 24th Street, Pompano Beach, Florida 33064, or such other address as the Association shall hereinafter notify Developer, the Corporation and the Section A Owners of in writing; and (iii) the Corporation, certified mail, return receipt requested, at 1151 Northwest 24th Street, Pompano Beach, Florida 33064, or such other address or addresses as the Corporation shall hereinafter notify Developer, the Association and the Section A Owners of in writing; and (iv) Developer, certified mail, return receipt requested, at 1151 Northwest 24th Street, Pompano Beach, Florida 33064, or such other address or addresses as Developer shall hereafter notify the Corporation of in writing, any such notice to the Corporation of a change in Developer's address being deemed notice to the Association and the Section A Owners. Upon request of a Section A Owner or the Association, the Corporation shall furnish to such Section A Owner or Association the then current address for Developer as reflected by the Corporation records.

C. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Corporation, the Association, any Section A Owner and any Institutional Mortgagee holding a mortgage on any portion of Section A in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees.

D. Captions, Headings and Titles

Article and Paragraph captions, headings and titles inserted throughout this Subject Replat Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Subject Replat Declaration.

E. Context

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

F. Attorneys' Fees

Any provision herein for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

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G. Severability

In the event any of the provisions of this Subject Replat Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Subject Replat Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Subject Replat Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

H. Subordination

Developer, the Corporation and the Association agree that their respective interests as provided for in this Subject Replat Declaration shall be and are subordinated to the lien, encumbrance and operation of any existing (as of the date hereof) mortgages encumbering any portion of Section A and any additional or replacement or subsequent mortgages obtained by Developer for the purpose of financing the construction of improvements to take place upon any portion of Section A. While the provisions of this Paragraph are self-operative, the Association and the Corporation nevertheless agree to execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subordination of their respective interests to any such mortgages and shall do so forthwith upon request of Developer.

I. No Limitation on Board

The fact that only certain architectural, landscaping and other criteria with respect to Section A are herein set forth shall in no way be deemed or construed to limit the authority or power of the Board as set forth in any of the Whisper Walk Documents including, but not limited to, the Declaration.

J. Certain Rights of Developer

Notwithstanding anything to the contrary herein contained, no "Developer Improvements" as set forth in the Declaration shall be subject to either the approval of the Association Board or the provisions and requirements of this Subject Replat Declaration. Furthermore, notwithstanding anything to the contrary contained in this Subject Replat Declaration, nothing herein contained shall, or shall be construed to, limit, abridge or in any way affect the rights of Developer and its successors and assigns to use all portions of Section A, the title to which has not been conveyed by Developer, in conjunction with, and as part of, its program of sale, leasing, construction and development of and within Section A. For the purposes of this Article XV, Paragraph J., the term "Developer" shall include any "Lender" which has loaned money to Developer to acquire or construct improvements upon Section A or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of Section A as a result of the foreclosure of any mortgage encumbering any portion of Section A securing any such loan to Developer or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Developer as set forth in this Article XV, Paragraph J., which are in addition to and are no way a limit on any other rights or privileges of Developer under any of the Section A Documents, shall terminate upon Developer no longer owning any Committed Property or any portion of the Uncommitted Property which could, pursuant to the terms of the Declara-

tion, become Committed Property or upon such earlier date as Developer shall notify the Association in writing of Developer's voluntary election to relinquish the aforesaid rights and privileges.

K. Disputes as to Use

In the event there is any dispute as to whether the use of Section A or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Subject Replat Declaration or any Condominium Declaration, such dispute shall be referred to the Association Board, and a determination rendered by the Association Board with respect to such dispute shall be final and binding on all parties concerned therewith except the Corporation with the Board retaining the right to make determinations with respect to compliance with the Declaration as provided for in the Declaration. Notwithstanding anything to the contrary herein contained, any use by Developer of Section A or any parts thereof in accordance with Paragraph J. of this Article XV shall be deemed a use which complies with this Subject Replat Declaration and shall not be subject to a contrary determination by the Association Board or the Board of the Corporation.

L. Amendment and Modification

The process of amending or modifying this Subject Replat Declaration shall be as follows:

1. Until the Turnover Date, as provided in the Association Articles, all amendments or modifications shall only be made by Developer without the requirement of the Association's consent or the Corporation's consent or the consent of the Section A Owners; provided, however, that the Association and the Corporation shall, forthwith upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request.

2. Except as provided by subparagraph 3. of this Paragraph 2., after the Turnover Date, as provided for in the Association Articles, this Subject Replat Declaration may be amended by (i) the consent of the Section A Contributing Unit Owners owning ninety percent (90%) of all Section A Contributing Units together with (ii) the consent of the Lead First Mortgagee, (iii) the approval or ratification of a majority of the Association Board. The aforementioned consent of the Section A Contributing Unit Owners owning ninety percent (90%) of the Section A Contributing Units may be evidenced by a writing signed by the required number of Section A Contributing Unit Owners or by the affirmative vote of the required number of Section A Contributing Unit Owners at any regular or special meeting of the Association called and held in accordance with the Association By-Laws evidenced by a certificate of the Secretary or an assistant Secretary of the Association.

3. Amendments for correction of scrivener's error or other non-material changes may be made by Developer alone until the Turnover Date as provided for in the Association Articles and by the Association Board thereafter and without the need of consent of the Section A Owners.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Subject Replat Declaration shall be effective which shall impair or prejudice the rights or priorities of Developer, the Association, the Corporation or of any First Mortgagee under this Subject Replat Declaration or any other of the Section A Documents without the specific written approval of such Developer, Association, Corporation or First Mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein contained,

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no amendment to this Subject Replat Declaration shall be effective which would increase the liabilities of a then Section A Owner or prejudice the rights of a then Section A Owner or his guests, invitees, lessees and licensees to utilize or enjoy the benefits of the then existing Section A Recreation Area, Grassed Areas, Drives, Parking Areas or any other Association Property unless the Section A Owner or Section A Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to this Subject Replat Declaration after the aforesaid Turnover Date (being the Turnover Date provided for by the Association Articles).

A true copy of any amendment to this Subject Replat Declaration shall be sent certified mail (herein called the "Mailing") by the Association to Developer, the Corporation and to all First Mortgagees holding a mortgage on any portion of Section A requesting notice pursuant to Paragraph C. of Article VIII of the Declaration. The amendment shall become effective upon the recording of a Certificate of Amendment to this Subject Replat Declaration setting forth the amendment or modification amongst the Public Records of the County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty-day period is waived in writing by Developer, the Corporation and all First Mortgagees holding mortgages on any portion of Section A.

M. Delegation

The Association, pursuant to a resolution duly adopted by the Association Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Association Board from time to time and whether or not related to Developer.

N. Parking Spaces

1. Assignment of Parking Spaces. At the time of the conveyance of a Dwelling Unit in Section A from Developer, there shall be assigned to the Owner of such Dwelling Unit the use of a "Parking Space" (a Parking Space being a portion of a Parking Area intended for the purpose of having parked thereon one vehicle permitted to be parked on the Parking Areas under the Section A Documents). Such assignment shall not limit Dwelling Unit Owners to the ownership of one (1) automobile, as any additional automobiles owned by a Dwelling Unit Owner may be parked in the unassigned parking spaces described below. The particular Parking Space so designated shall be selected by Developer. The assignment by Developer to a Section A Owner of the use of the Parking Space will be made by a written "Assignment of Use of Parking Space" ("Assignment") in which the particular Parking Space is described which description may be in terms of Parking Space designations under a particular Condominium Declaration or an exhibit thereto or, if the Parking Space in question is not designated on a particular Condominium Declaration, the description thereof may be by reference to an identifiable plan maintained by the Association which shows the Parking Space in question. The Assignment will be delivered at the time of delivery of the deed to the Dwelling Unit. The Association shall maintain a book ("Book") for the purpose of recording the current assignee of the Parking Space. Upon assignment of the Parking Space by Developer, Developer shall cause the Association to record such assignment in the Book, and the Owner to which such use is assigned shall have the exclusive right to the use thereof. The Parking Space shall thereupon be appurtenant to said Dwelling Unit and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Dwelling Unit. Upon conveyance of or passing of title to the

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Dwelling Unit to which the use of such Parking Space is appurtenant, the Owner receiving such title shall give satisfactory evidence to the Association of such title, and the Association shall thereupon cause to be executed in the name of the grantee or transferee of such Dwelling Unit a new Assignment and record such transfer in the Book. Such Assignment shall be executed by any two (2) of the officers of the Association and shall describe the assigned Parking Space, state the name of the transferee and designate the transfer-ee's Dwelling Unit.

2. Restrictions on Separate Transfer of Parking Spaces. The use of assigned Parking Spaces may not be transferred or encumbered separately from the Dwelling Unit to which same are appurtenant.

3. Unassigned Parking Spaces. Parking Spaces which are not assigned to an individual Dwelling Unit shall be used by Section A Owners and their respective family members, guests, invitees and lessees in accordance with rules and regulations from time to time promulgated by the Association Board.

O. Certain Vacations of Section A Plats Prohibited

No portion of any Section A Plat which constitutes exterior open area required by the Planned Unit Development section of the Palm Beach County Zoning Ordinance may be vacated if the result of such vacation would be that the minimum requirements for such open area under the Palm Beach County Ordinances applicable to Whisper Walk as a whole would thus be violated.

P. Rights of Mortgagees

A First Mortgagee, upon written request to the Association, shall be entitled to receive written notice of (i) any condemnation loss or casualty loss which affects a material portion of Section A or the Dwelling Unit upon which such First Mortgagee holds a mortgage, (ii) any delinquency in the payment of Assessments which remain uncured for sixty (60) days with respect to a Dwelling Unit upon which such First Mortgagee holds a mortgage, (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association and (iv) any proposed action which requires the consent of a specified percentage of mortgage holders.

Q. Term

The term hereof shall be coextensive with the term of the Declaration and, unless the "Termination Instrument" (as provided for in Paragraph L. of Article VIII of the Declaration) is signed by the Section A Contributing Unit Owners owning at least two-thirds (2/3) of all Section A Contributing Units and the Lead First Mortgagee shall thereafter be automatically renewed and extended for successive periods of five (5) years each unless at least one (1) year prior to the termination of any such five (5) year extension there is recorded amongst the Public Records of the County an instrument ("Section A Termination Instrument") signed by the Section A Contributing Unit Owners of at least two-thirds (2/3) of all Section A Contributing Units and the Lead First Mortgagee agreeing to terminate this Subject Replat Declaration, upon which event this Subject Replat Declaration shall be terminated upon the expiration of the five (5) year extension thereof during which the Section A Termination Instrument is recorded. For such period of time, if any, as the term hereof extends beyond the term of the Declaration, the Association Board shall be empowered to give any approvals with respect to Section A which would otherwise be required from the Corporation or the Board as provided for in the Declaration.

R. Developer and its nominees shall have the right to enter into and transact on the Condominium Property any business necessary to consummate the sale, lease or encumbrance of Dwelling Units in Whisper Walk or dwelling units being offered for sale by Developer or affiliated companies of Developer in other developments, including the right to maintain models and a sales office, place signs, employ sales personnel, use the Common Elements and the Section A Recreation Area, and show Dwelling Units and to carry on construction activity, including the right to carry on construction activities of all types necessary to construct any of the Section A Condominiums pursuant to the Plan. Developer and its nominees may exercise the foregoing rights without notifying the Association. Any such models, sales office, signs and any other items pertaining to such sales efforts shall not be considered a part of the Common Elements and shall remain the property of Developer. This Paragraph R. may not be suspended, superseded or modified in any manner by any amendment to this Subject Replat Declaration unless such amendment is consented to in writing by Developer. The right of use and transaction of business as set forth herein may be assigned in writing by Developer in whole or in part.

ARTICLE XVI

INCORPORATION OF DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR WHISPER WALK

The Declaration has been recorded in Official Records Book 3943, Page 20 of the Public Records of Palm Beach County, Florida. In accordance with the plan of development of Whisper Walk, the Declaration and all amendments thereto are incorporated herein by reference and hereby made a part hereof. The portion of the Operating Expenses applicable to Section A Condominiums are to be allocated to the Section A Owners and collected as provided in the Declaration.

IN WITNESS WHEREOF, this Replat Declaration for Whisper Walk Section A has been signed by Developer, the Association and the Corporation on the day and year first above set forth.

Signed, Sealed, and Delivered
in the Presence of:

Mary E. Chapman
Arlene Rozel
(Witnesses as to Oriole-Boca,
Inc.)

ORIOLE-BOCA, INC.

By: R. B. Levy
R. B. LEVY, President

Attest: A. NUNEZ, Secretary
(SEAL)



WHISPER WALK SECTION A ASSOCIATION, INC.

By: Robert Young
ROBERT YOUNG, President

Attest: A. NUNEZ, Secretary
(SEAL)



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WHISPER WALK ASSOCIATION, INC.

Mary C. Chapman
Oliver Roach
(Witnesses as to Whisper Walk
Association, Inc.)

By: Robert Young
ROBERT YOUNG, President

Attest: A. NUNEZ, Secretary

(SEAL)



STATE OF FLORIDA

COUNTY OF BROWARD

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

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of May, 1983.

Mary C. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 28 1985
BONDED THRU GENERAL TOS, UNDERWRITERS



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STATE OF FLORIDA)

COUNTY OF BROWARD)

ss.

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, ROBERT YOUNG and A. NUNEZ, the President and Secretary, respectively, of WHISPER WALK SECTION A ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of May, 1983.



Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 20 1985
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)

COUNTY OF BROWARD)

ss.

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, ROBERT YOUNG and A. NUNEZ, the President and Secretary, respectively, of WHISPER WALK ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of May, 1983.



Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 20 1985
BONDED THRU GENERAL INS. UNDERWRITERS

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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 33 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.

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 Schwarz	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 thereof 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 31st 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 be 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.

Man. C. Chapman

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA A. LARGE
MY COM. EXPIRES NOV 20 1985
10115 Grand Ave. Suite 100, Fort Lauderdale, FL 33308

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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 2. 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.

(c) 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(d) above.

(d) 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
ROBERT YOUNG, President

Attest: Antonio Nunez, Secretary
(SEAL)

B3944 P1906

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.

83944 P1907

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

B3944 R1912

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.

41614 41614
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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:
ORFOLD MOCA, 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)

83944 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

83944 R1918

EXHIBIT B

CONDOMINIUM DOCUMENTS

This is not a certified copy

B394 P1919

EXHIBIT C

FORM OF
NONEXCLUSIVE EASEMENT

ORPHE 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.

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: _____