

Prepared By and Return To:

Deborah H. Johnson, Esquire
Broad and Cassel
Barnett Bank Center
P.O. Box 4961
Orlando, Florida 32802-4961

For Recording Purposes Only

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by WHISPER I, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Orange, State of Florida, which is more particularly described as:

Lots 1 through 71, WHISPER LAKES UNIT 1, according to the plat thereof as recorded in Plat Book _____, Pages _____, of the Public Records of Orange County, Florida.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Whisper Lakes Unit 1 Homeowner's Association, Inc., a Florida not-for-profit corporation, its successors and assigns. Said Association is also known as a subassociation.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Limited Common Area" or "Limited Common Areas" shall mean all real property (including the improvements thereto) owned by the Whisper Lakes Unit 1 Homeowners' Association, Inc., for Whisper Lakes for the common use and enjoyment of the owners. The Limited Common Areas to be owned by the Whisper Lakes Unit 1 Homeowners' Association, Inc. and maintained by the Master Association at the time of the conveyance of the first lot is described as follows:

Tracts C, D, E and F WHISPER LAKES UNIT 1, according to the plat thereof as recorded in Plat Book _____, pages _____, of the Public Records of Orange County, Florida.

Development rights to the area within Tract "F" are dedicated to Orange County, Florida. There shall be no construction, clearing, grading or alteration of this area without the approval of Orange County and other state and federal agencies with jurisdiction over this area.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Limited Common Area(s).

Section 6. "Dwelling" or "Unit" means a one-family dwelling unit. Dwellings in this subdivision shall be limited to single family detached homes.

Section 7. "Group" or "Grouping" means a single building structure containing more than one dwelling unit.

Section 8. "Declarant" shall mean and refer to Whisper I, Inc., a Florida corporation, its successors and assigns.

Section 9. "ARC" shall mean and refer to the Whisper Lakes Unit 1 Architectural Review Committee.

Section 10. "Master Association" shall mean and refer to Whisper Lakes Master Community Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The duties of the Master Association and responsibilities of its members are set forth in the Master Declaration of Covenants, Conditions and Restrictions for Whisper Lakes Planned Unit Development as recorded at Official Record Book 3586, Page 2004, Public Records of Orange County, Florida and all amendments thereto.

Section 11. "Master Association Common Areas" shall mean and refer to property owned and maintained by the Whisper Lakes Master Community Association, Inc.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Limited Common Area(s) which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) all provisions of this Declaration, any plat of all or any part or parts of the Properties, and the Articles of Incorporation and Bylaws of the Association;
- (b) rules and regulations adopted by the Association governing use and enjoyment of the Limited Common Area(s);
- (c) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility that may at some time become part of the Common Property owned by the Association;
- (d) the right of the Association to suspend the voting rights and/or the right to use of any recreational facility by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (e) the right of the Association to dedicate, sell or transfer all or any part of the Limited Common Area(s) to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer signed by two thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the Limited Common Area(s), to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Permitted Uses. The Limited Common Area(s), shall be restricted to the following uses:

The Limited Common Area(s), now and forever, shall be restricted such that it shall be maintained as conservation and drainage areas.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to.

Section 2. The Association shall have two (2) classes of voting membership:

Class "A" members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class "B" member(s) shall be the Declarant as defined in this Declaration, and shall be entitled to three votes for each Lot owned by the Declarant. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class "A" membership equal the total votes outstanding in Class "B" membership; or
- (b) on December 31, 1995.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within Whisper Lakes Unit 1 hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges which may be collected on a monthly, quarterly or semi-annual basis or other time periods as established by the Board of Directors, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the

Whisper Lakes Unit 1 subdivision and for the improvement and maintenance of the Limited Common Area(s) and for all amenities constructed thereon.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$150.00 per year, (\$12.50 per month) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repaving, repair, or replacement of a capital improvement upon the Limited Common Area(s), including fixtures and personal property related thereto, if any; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all members not less than thirty (30) days, nor more, than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except that as long as there is Class "B" membership, the Declarant will have the following option:

- (a) The Declarant may pay the annual assessment at the rate of twenty-five percent (25%) of the rate fixed for Class "A"

membership on all unoccupied Lots owned by the Declarant and in addition, will pay the difference, if any, between the total operating expenses for the maintenance areas and the amount of assessments required to be paid pursuant to this Article; or

- (b) The Declarant may pay the full rate of assessment at which time the obligation to pay the difference between expenses and assessments will cease.

Section 7. Single Dwelling Assessments. In addition to the annual and special assessments authorized above, the Association may levy single unit assessments applicable only to a specific lot and unit that has failed to meet its maintenance obligations set forth in Article IX. The Single Dwelling Assessments shall have the assent of two-thirds (2/3) of the Board of Directors.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Limited Common Area(s). The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The assessments, at the election of the Board of Directors, may be collected on a monthly, quarterly or semi-annual basis. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate responsibility for collection of assessments.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the highest rate allowable by law per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Limited Common Area(s) or abandonment of his Lot. A first mortgagee, upon request, is entitled to written notification from the Association of any default in the payment of any assessment which is not cured within sixty (60) days.

Section 10. Subordination of the Lien to Mortgages. A lien assessment provided for herein shall be superior to all other liens, except tax liens and the lien of any first mortgage held or insured by an Institutional Mortgagee regardless of the period of amortization. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot

pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. For purposes of this section, "Institutional Mortgagee" shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, or real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender. The term "Institutional Mortgagee" shall also include the Declarant or a designee of the Declarant where the Declarant or its designee is the holder of a mortgage on a Lot or on any portion of the initial Properties.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Review by Architectural Review Committee. No building, fence, wall or other structure shall be commenced erected or maintained upon any Lot unless it is in compliance with the zoning code of Orange County, Florida, and other applicable regulations and unless and until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ARC. All lots shall also be subject to review by the Master Association's ARC.

Section 2. Procedure for Review. Any Owner needing the approval of the ARC shall deliver an application or request for action to the ARC by certified mail with return-receipt-requested or by hand delivery with signed receipt together with a floor plan, elevation plan, landscaping plan, site clearing plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the ARC takes no action on the application or request within a thirty (30) day period, then the application or request shall be deemed to be accepted.

Section 3. Composition of Architectural Review Committee. The ARC shall have at least three (3) members who shall initially be appointed by the Declarant. The members appointed to the ARC do not need to be Owners. So long as the Declarant maintains a controlling vote of the membership of the Association under the terms of Article III of this Declaration, the Declarant shall be entitled to appoint all members of the ARC and any successor members; provided, however, the Declarant shall at any time have the right to waive its right to appoint the members of the ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, the Declarant shall promptly appoint a successor member

of the ARC who shall serve at the pleasure of the Declarant. After the end of the term during which the Declarant may appoint all the members of the ARC, the directors of the Association shall become the ARC members or the directors may appoint three (3) or more representatives to serve as the ARC committee.

ARTICLE VI
EASEMENT RESERVED TO DECLARANT

Section 1. Easement over Limited Common Area(s). For as long as Declarant is the owner of a Lot, the Declarant hereby reserves unto itself the right to grant an easement in perpetuity over, upon, under and across all Limited Common Area(s) shown on the recorded subdivision plat of the Property together with the right to grant easements to others and such easement shall include, but shall not be limited to, the right to use the said Limited Common Area(s) to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and retention and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and retention and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 2. Easement over Lots. For so long as Declarant is the Owner of a Lot, the Declarant hereby reserves unto itself the right to reserve an easement to itself or grant an easement to any other entity over each Lot owned by Declarant for purposes of ingress and egress, to include drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utility company providing the utility served by that utility easement.

Section 3. Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods to wit:

- (a) By a specific designation of an easement on the recorded plat of Whisper Lakes Unit 1
- (b) by a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;
- (c) by a separate instrument, said instrument to be subsequently recorded by the Declarant; and

- (d) by virtue of the reservation of rights set forth in Section 2 of this Article.

Section 4. Easement Restrictions. Easements for installation and maintenance of utilities and drainage facilities are reserved as designated in Section 3 of this Article. Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

ARTICLE VII
DUTIES OF THE ASSOCIATION REGARDING TAXES
AND SIGN MAINTENANCE

Section 1. Taxes on Limited Common Area(s). The Association shall govern, operate, control and manage the Lots and Limited Common Area(s) pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. The Association shall at all times pay the real property ad valorem taxes on the Limited Common Area(s) if said taxes are billed to the Association as differentiated from being billed to the Lot Owners. The Association shall also pay any governmental lien on the Limited Common Area(s).

Section 2. Maintenance. The Association shall have the obligation and responsibility for hiring of certain personnel to perform maintenance and upkeep of the Limited Common Area(s).

Section 3. Property Sign Maintenance. Should the Declarant in its sole discretion decide to construct a sign identifying the community, the Master Association shall maintain and repair such sign in a first class condition and shall repair and replace such sign as may be required.

Section 4. Assessments. Funds for the above stated duties of the Association shall be provided through the regular assessments to Owners set forth in Article IV of this Declaration.

ARTICLE VIII
INSURANCE FOR LIMITED COMMON AREA(S)

Section 1. Standard Risk. The Association shall keep any buildings in the Limited Common Area(s) insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and all personal property owned by the Association insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Association. Insurance proceeds for improvements in the Limited Common Area(s) and any personal property owned by the Association shall be payable to the Association. In the event of any loss, damage or destruction, the Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Limited Common Area(s). In the event the cost of such replacement, repair or rebuilding

of improvements on the Limited Common Area(s) exceeds the insurance proceeds available therefor, or no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.

Section 2. Public Liability. The Association shall procure and keep in force public liability insurance in the name of the Association against any liability for personal injury or property damage resulting from occurrence in or about the Limited Common Area(s), in such amounts as the Board of Directors so designates.

Section 3. Policy Requirements. Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and made available for inspection by Owners at any reasonable time. All such insurance policies shall provide that they shall not be cancelable by the insurer without first giving at least ten (10) days' prior notice in writing to the Association, and contain a waiver of subrogation by the insurer(s) against the Association, Board and Owners.

Section 4. VA/FHA Insurance Requirements. Anything contained herein to the contrary notwithstanding, the Association shall maintain such insurance coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or the Federal National Mortgage Association ("FNMA") so long as VA, FHA or FNMA holds a mortgage on or owns any Lot.

Section 5. Other Insurance. In addition, the Board shall have the right to obtain Directors' and Officers' liability insurance, fidelity insurance and other insurance it may deem proper to protect the Association, its members and property. All insurance premiums for such coverage shall be paid for by the Association and assessed as appropriate to all Owners.

ARTICLE IX GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots in the Property.

Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial uses, including professional office use of any portion of any Lot or Dwelling Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than the Dwelling Units designated for residential use and private garages. The foregoing shall not prohibit the Declarant from using Dwelling Units as models or offices.

Section 3. Temporary Structures and Use. No structure of a temporary character, including but not limited to, trailer, house trailer, mobile home, camper, tent, shed, boat, recreational vehicle, basement, shack, garage, barn or other building shall be moved to, erected

on, or used on any Lot at any time for a residence, workshop, office, storage room, either permanently or temporarily unless approved by the ARC. This prohibition shall not apply to shelters used by the Declarant or his assigns during the construction of any Dwelling Unit. No canvas, pipe or other type of carport shall be placed between the front Lot line and the front building line on any Lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential lots. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time.

Section 4. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the ARC or except as may be required by legal proceedings, it being understood that the ARC will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. However, the ARC shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the ARC. These restrictions shall not apply to restrict the Declarant or its agents from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit.

Section 5. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, nor shall anything be done or permitted to exist on any Lot that may be or may become an annoyance or private or public nuisance. No Lot, driveway or Limited Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 6. Antenna, Aerials, Satellite Dishes and Clothes Lines. Unless the ARC has given its prior written approval as to the existence, location and size, no antenna, aerial, satellite receiving dish, or clothes line shall be placed upon a Unit or within a Lot. The granting by the ARC of its approval in one instance shall not affect the ability of the ARC to withhold its approval in other instances for any reason whatsoever.

Section 7. Pets. No animals, livestock or poultry of any kind, other than common, traditional domesticated house pets (i.e. dogs, cats, fish and caged birds), shall be kept by an owner or his family members, guests, invitees or lessees; provided, however, that (a) no animal whatsoever may be kept or maintained for commercial purposes, (b) no animals shall be permitted to remain on any portion of the properties which become an unreasonable nuisance or annoyance to other owners, and (c) any animal kept by an owner shall be kept subject to any rules and regulations which may be promulgated from time to time by the Board. In no event shall dogs be permitted upon the open areas unless under leash. Any owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities

of any kind or character whatsoever arising from or growing out of the keeping of any such pet. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 8. Visibility in Corner Lots. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Section 9. Awnings and Shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building unless such awnings, canopies or shutters have been approved by the ARC, which approval shall be based on the aesthetic appearance of the properties.

Section 10. Additions to Units; Fences. No Unit shall be enlarged by any addition or remodeling thereto, including garages, porches or Florida rooms without the prior written consent thereto from the ARC. Nor shall any fence be erected or permitted to remain on any Lot without prior written consent thereto from the ARC.

Section 11. Parking of Vehicles. Each Owner has the right to the exclusive use of the parking spaces which are located within that Owner's property line. Any common parking spaces shall be subject to the rules and regulations of the Board of Directors. Lot Owners are prohibited from making major repairs on vehicles on any Lot or adjacent streets. No vehicles may be parked on any grassed area of the Lots. No vehicle which extends beyond the length of the Owners parking spaces may be parked in such spaces. Permission must be obtained in writing from the ARC for the parking of any commercial or recreational vehicles, trailers, boats or campers on any Lot. Parking in the Limited Common Area(s) shall be regulated by rules of the Association.

Section 12. Garbage and Litter. No Owner shall sweep or throw from his Unit any dirt or other materials, or litter in any way on the Properties. No articles shall be hung from the windows or doors of the Dwelling Units. No garbage, trash, refuse or rubbish shall be kept on any part of the Properties except in closed containers in a manner prescribed by the rules and regulations of the Association as promulgated by the Board.

Section 13. Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its transferees or assigns, or its subcontractors, from performing on any part of the Properties owned and controlled by the Declarant, or its transferees, whatever functions they may determine to be reasonably necessary or advisable in connection with the completion of the work including without limitation:

- (a) erecting, constructing and maintaining thereon such structures as may be reasonably necessary for the conducting of the Declarant's business of completing the construction and establishing the

Properties as a residential community and disposing of the same by sale, lease or otherwise;

- (b) maintaining structures of a temporary character for use as a construction office or storage or sales office;
- (c) maintaining such signs thereon as may be reasonably necessary for the sale, lease, or other transfer of the Properties, including those relating to properties to be annexed in the future, if any. As used in this section, the term "its transferees" specifically does not include purchasers of completed residences.

Section 14. Garage Doors. In order to maintain a harmonious and Aesthetic appearance, the garage door affixed to each Dwelling Unit shall remain closed except when in actual use to allow ingress and egress into the garage.

Section 15. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its rights under this Section shall constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a Lien on the Lot or Dwelling Unit as would any assessment or special assessment.

Section 16. Exterior Maintenance. The Association shall have the right, but not the duty, to provide any exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any Lot which in the opinion of the Association detracts from the overall beauty of the Properties due to the failure of the Owner to properly maintain. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owner to perform such maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this Section shall be paid out by the Owner and if the Owner fails to pay, then the Association shall have the right to impose a special assessment against said Owner to pay for the cost of repairs and replacements. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Association. The Association shall have the right

to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Association or its agent shall not be deemed a trespass. The provisions of this Section 16 shall not prohibit the Master Association from having and exercising those rights in connection with the providing of repairs and maintenance, and in imposing special assessments, within said unit as set forth herein.

Section 17. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit at reasonable hours on any day of the week.

Section 18. Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of eight inches (8") or more (measured four feet (4') from ground level) may not be removed without prior approval of the ARC. All requests for approval of tree removal shall be submitted to the ARC along with a plan showing generally the location of such tree(s).

Section 19. Replacement of Trees. Anyone violating the provisions of Section 18 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the ARC. If the Owner fails or refuses to replace the trees as demanded, the ARC may cause suitable replacements to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the Association, the ARC, its agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Sections 15, 16, 17, 18 and 19.

ARTICLE X GENERAL PROVISIONS

Section 1. Restrictions Uniform. These restrictions and covenants are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Declarant may execute and deliver conveying land in this subdivision whether or not specific mention of the restrictions is made in such deeds or other instruments of conveyance. The Owner or occupant of each and every Lot or parcel of land in the subdivision, by acceptance of title thereto or by taking of land in the subdivision, thereby covenants and agrees for himself/herself, his/her heirs, executors, administrators, successors and assigns, that he/she will comply with and abide by each of the restrictions contained in this Declaration and that he/she will exert his/her best efforts to keep and maintain the land in this subdivision as an area of high standard.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations,

liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the Association or any Owner shall seek to enforce the provisions of this Declaration, then said party shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of ninety percent (90%) or more of the Lots, and thereafter by an instrument signed by the Owners of seventy-five percent (75%) or more of the Lots. Notwithstanding the above, the Declarant shall have the right, during the first two (2) years from the date the Declaration is recorded, to amend this Declaration to clarify any ambiguities or conflicts, subject, however, to approval by the VA.

Section 5. Covenants Against Partition and Separate Transfer of Membership Rights. Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Limited Common Area(s) and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Limited Common Area(s) be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Limited Common Area(s) shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Limited Common Area(s). In addition, there shall exist no right to transfer the right to the use and enjoyment of the Limited Common Area(s) in any manner other than as in appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Limited Common Area(s) appurtenant to such Lot, subject to reasonable rules and regulations promulgated by the Declarant or the Association or the ARC for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

Section 6. VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the VA: annexation of additional properties, mergers, consolidations, mortgaging of any Limited Common Area(s), dedication of Limited Common Area(s), amendment of this Declaration and dissolution of the Association.

Section 7. Annexation. Additional residential property and Limited Common Area(s) may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

ARTICLE XI
MUNICIPAL SERVICE TAXING UNITS

All Lot Owners in Whisper Lakes Unit 1 shall also be subject to special taxes under an agreement with Orange County known as a Municipal Service Taxing Unit (MSTU) for maintenance of drainage, retention areas and street lights.

ARTICLE XII
WHISPER LAKES MASTER COMMUNITY ASSOCIATION, INC.

All Lot Owners in Whisper Lakes Unit 1 are also subject to membership in and assessments for the Whisper Lakes Master Community Association, Inc. The restrictions, privileges and duties of the Master Association are set forth in the Master Declaration of Covenants, Conditions and Restrictions for Whisper Lakes Planned Unit Development as recorded in Official Records Book 3586 at Page 2004, and any amendments subsequently added thereto. All Lots are also subject to the Master Association's Architectural Review Committee.

ARTICLE XIII
MAINTENANCE OF PRIVATE IMPROVEMENTS

With respect to the private landscape and recreation improvements to be designed and constructed by Declarant within the Limited Common Areas, Declarant hereby indemnifies and holds harmless Orange County from all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the use, construction, or maintenance of such private improvements. Once the responsibility for maintenance of such private improvements has shifted to the Association, then the Association shall indemnify and hold harmless Orange County from all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the use, construction, or maintenance of such private improvements. Orange County shall be a third-party beneficiary of the Association's maintenance obligations and shall have the legal right to enforce said maintenance and indemnification obligations against the Association in a court of competent jurisdiction. The Association may not amend or remove any of the foregoing language.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto executed this Declaration this _____ day of _____, 1994.

WITNESSES:

WHISPER I, INC., a Florida corporation,

Lorraine Golda
Print Name: LORRAINE GOLDA

BY: A.C. Leerdam
A.C. LEERDAM, Vice President

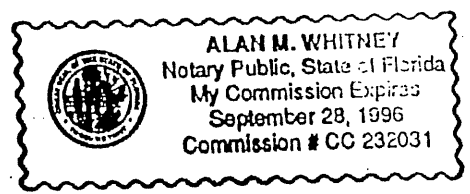
Alan M. Whitney
Print Name: ALAN M. WHITNEY

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 7th day of SEPTEMBER, 1994, by A.C. LEERDAM as V. PRES. of WHISPER, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Alan M. Whitney
(Signature of Notary Public)

ALAN M. WHITNEY
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. _____
My commission expires:



**ARTICLES OF INCORPORATION
OF
WHISPER LAKES UNIT 1 HOMEOWNER'S ASSOCIATION, INC.**

The undersigned, by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, and certify as follows:

**ARTICLE I
NAME AND ADDRESS**

The name of the corporation shall be WHISPER LAKES UNIT 1 HOMEOWNER'S ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the Association, and shall have as its principal office address and mailing address, 166 Lookout Place, Suite 100, Maitland, Florida 32751, or at such other place as the Board of Directors may designate from time to time.

**ARTICLE II
PURPOSE AND DEFINITIONS**

2.1 Purpose. The purpose for which the Association is organized is to provide an entity for the operation of the Properties as defined in Article I, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Whisper Lakes Unit 1 (hereinafter the "Declaration"), and the preservation and maintenance thereof as defined in and in accordance with the terms and conditions of the Declaration, and any amendments thereto recorded in the Public Records of Orange County, Florida.

2.2 Nonprofit Character of Association. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members. The Association shall make no distributions of income to its members, directors or officers.

2.3 Definitions. The definitions set out in Article I of the Declaration are incorporated herein by reference.

**ARTICLE III
POWERS**

The powers of the Association shall include and be governed by the following provisions:

3.1 Common Law and Statutory Powers. 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 these Articles.

BY-LAWS
OF
WHISPER LAKES UNIT 1 HOMEOWNER'S ASSOCIATION, INC.
(A Non-Profit Florida Corporation)

ARTICLE I

IDENTITY, LOCATION AND DEFINITIONS

Section 1. Identity. These are the By-Laws of Whisper Lakes Unit 1 Homeowner's Association, Inc., herein called the "Association", a corporation not for profit organized and existing under Chapter 617, Florida Statutes, for the purpose of administering the Properties, as defined in and in accordance with the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Whisper Lakes Unit 1, and any amendments thereto recorded in the Public Records of Orange County, Florida (hereinafter the "Declaration").

Section 2. Principal Office. The principal office of the Association shall be located at 166 Lookout Place, Suite 100, Maitland, Florida 32751, or such other place designated by the Board of Directors.

Section 3. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 4. Seal. The seal of the Association shall bear the name of the Association, the word "Florida", and the year of incorporation.

Section 5. Definitions. The definitions set out in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

MEMBERSHIP

Section 1. Members. The Members of the Association shall consist of the Declarant and all Owners of a Lot or Lots within the Properties, as it is defined in the Declaration, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Lot by foreclosure or deed in lieu of foreclosure.

Section 2. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing a record title to a Lot in the Properties. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior owner

is terminated. The new Owner shall notify the Association of the recording of a deed or other instrument establishing record title and shall furnish the Association a certified copy of such instrument if required by the Association.

Section 3. Membership Rights Appurtenant to Lot Ownership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Lot.

Section 4. Membership Rights Subject to Payment of Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of a Lot, and becomes a lien upon the Lot against which assessments are made as provided by Article IV of the Declaration and in accordance with Article VIII of these By-Laws.

Section 5 Suspension of Certain Membership Rights. The membership rights, including the right to vote and the right to use the Limited Common Areas (with the exception of any roads needed for ingress and egress), of any Owner who owns a Lot in the Properties may be suspended by action of the Board of Directors during the period when any assessment(s) against the Lot remain unpaid and for any period not to exceed sixty (60) days for any infraction of the Declaration and/or the Association's rules and regulations. Upon payment of such assessment(s), the Owner's rights and privileges shall be automatically restored.

ARTICLE III

VOTING

Section 1. Classes of Voting Membership. The Association shall have two classes of voting membership (both classes of which shall be collectively referred to herein as Members) as follows:

Class A. Class A Members shall be all those Members as defined in Article II, Section 1 of these By-Laws, with the exception of the Declarant. One vote shall be allocated to each Lot owned by a Class A Member. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the person entitled to cast the vote for the Lot shall be designated by a certificate filed with the Secretary of the Association signed by all record Owners of the Lot. If any Lot is owned by a corporation, a similar certificate shall be required designating the person entitled to cast the vote for such Lot. Lacking such certificate by multiple owners or corporation, then the vote for that Lot shall not be considered in determining the requirement for a quorum or any other purpose until such certificate is filed with the Secretary of the Association: except, however, when title to a Lot is held by a husband and wife, the husband and wife may, but shall not be required to, designate a voting member. If they do not designate a voting member, and if both are present at a meeting, only one may vote on any given matter. If they are unable to agree on who shall vote, their vote shall not be counted. If no voting member is designated and only one spouse is present at a meeting, the spouse present may cast the vote for the Lot, without establishing the concurrence of the absent spouse. In no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, its successors or assigns. The Class B Member shall be entitled to three (3) votes per Lot until the earlier of (a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in Class B Membership; or (b) on December 31, 2005 (the "Turnover Date"). The Class B Membership shall cease and be converted to Class A membership and be entitled to vote as such on the Turnover Date as defined in Article III Section 2 of the Declaration.

Section 2. Decisions by Designated Representative of Owner. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote on behalf of the Owners if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration, the Articles of Incorporation of the Association or these By-Laws.

Section 3. Majority. As used in these By-Laws, the Articles of Incorporation of Whisper Lakes Unit 1 Homeowner's Association, Inc., (the "Articles of Incorporation") and the Declaration, the term "majority" shall mean more than fifty percent (50%) of the votes of each class of Members of the Association in accordance with the votes as assigned in the Articles of Incorporation, these By-Laws and the Declaration.

Section 4. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members entitled to cast thirty-three percent (33%) of the votes of each class of Members of the Association shall constitute a quorum. The acts of Members having a majority of the total votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, the Articles of Incorporation, or these By-Laws.

Section 5. Proxy. Votes shall be cast in person or by proxy. Proxies must be signed by the Owner or designated representative entitled to cast the vote for the Lot and must be filed with the Secretary of the Association by the appointed time of the meeting or any adjournment thereof. In no event shall any proxy be valid for a period longer than one year after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Owner or designated representative executing it, and shall automatically cease upon sale by the Member of his Lot. For election of members of the Board of Directors, Owners of a Lot or Lots shall vote in person at a meeting of the Members or by a ballot that the Owner, or in the case of multiple Owners of a Lot, the designated representative entitled to cast the vote for the Lot, personally casts.

ARTICLE IV

MEMBER'S MEETINGS

Section 1. Annual Meeting. The annual meeting of the Association shall be held on the first of February of each year for the purpose of electing the Board of Directors and transacting any other business authorized to be transacted by the Members; provided, however, there shall be no election of members to the Board of Directors until the Turnover Date as defined in Article III hereinabove and established by Article III, Section 2 of the Declaration. If the first

day of February is a legal holiday, the meeting shall be held on the next day that is not a legal holiday. The Board of Directors shall have the discretion to hold the annual meeting at any other time during the first two (2) weeks of February of each year which they may deem to be more convenient to the Members of the Association.

Section 2. Location of Meetings. Meetings of the Association shall be held at such place convenient to the Members as may be designated by the Board of Directors.

Section 3. Calling of Special Meetings. Special meetings of Members shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from Members entitled to cast a majority of the votes of either class of Members.

Section 4. Notice. Notice of any meetings shall be given to the Members by any officer of the Association or agent designated by the Board of Directors for the purpose of giving notice. Notice may be given to the Member either personally, or by sending a copy of the notice through the mails, postage thereon fully prepaid, to the address appearing on the books of the Association. The notice shall contain the time and place of the meeting and the purpose of the meeting. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting. Notice of meetings may be waived before or after meetings.

Section 5. Failure to Reach quorum. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either by proxy or in person, may adjourn the meeting from time to time until a quorum is present. In the event they are unable to obtain a quorum, upon scheduling and noticing a new meeting, the quorum requirement shall be one-half (1/2) of the quorum requirement for the original meeting.

Section 6. Minutes. The Association shall maintain minutes of each meeting of the Membership and of the Board of Directors in a businesslike manner, and the minutes shall be kept in a book available for inspection by Owners or their authorized representatives at any reasonable time. The association shall retain these minutes for seven (7) years, or such other period as required under applicable law.

Section 7. Records of the Association. The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- (a) A copy of the plans, permits, warranties, and other items provided by the Declarant.
- (b) A copy of these By-Laws and of each amendment hereof.
- (c) A certified copy of the Articles of Incorporation, and of each amendment thereto.
- (d) A copy of the current rules of the Association.

(e) A book or books that contain the minutes of all meetings of the Association, of the Board of Directors and of Members, which minutes shall be retained for a period of not less than seven (7) years.

(f) A current roster of all Members and their mailing addresses, parcel identifications, and, if known, telephone numbers.

(g) All current insurance policies of the Association or a copy thereof.

(h) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Owners of a Lot or Lots have an obligation or responsibility.

(i) Accounting records for the Association and separate accounting records for each Lot, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall be open to inspection by Owners of a Lot or Lots or their authorized representatives at reasonable times.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Size of Board of Directors. The affairs of the Association shall be managed by a Board of Directors of no less than three (3) Directors, nor more than seven (7) Directors, provided the Board of Directors shall always be composed of an odd number of Directors.

Section 2. Term of Board of Directors.

(a) Members of the Board of Directors, except as provided in Article V, Section 2(d) below, and unless otherwise provided in these By-Laws, shall be elected at the annual meetings of Members of the Association. The name or names receiving the largest number of votes shall be elected. At such election the Owner of each Lot or its proxy may cast, as to each vacancy on the Board of Directors, the number of votes allocated to the Owner of a Lot by virtue of Article III of these By-Laws. With the exception of Declarant-appointed Board members each Director shall be a Member of the Association. Until the Turnover Date, Directors need not be Members of the Association.

(b) Except as to vacancies provided by removal of Directors by Members, vacancies on the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors, any such appointed Director to hold office until his successor is elected by the Members; provided that vacancies caused by resignation of a Declarant-appointed Director shall be filled by the Declarant appointing a replacement.

(c) Any Director, with the exception of Directors appointed by the Declarant, may be removed with or without cause, by concurrence of a majority of the votes cast by both classes of Members at a special meeting of the Members called for that purpose. A special

meeting of the Members to remove a Director or Directors may be called by Members entitled to cast ten percent (10%) of the votes of either class of Members giving notice of the meeting in the same manner required for a notice of a special or annual meeting, and the notice shall state the purpose of the meeting. The vacancy on the Board of Directors so created shall be filled by the Members of the Association at the same meeting.

(d) The Declarant shall be vested with the power to designate the initial Board of Directors, who need not be Members of the Association. The first election of Directors shall not be held until the Turnover Date as defined in Article III hereinabove and as established by Article III, Section 2 of the Declaration. The initial Directors named in the Articles of Incorporation shall serve until the first election of Directors, or until replaced by the Declarant in its sole discretion. Any vacancies in the Board of Directors occurring before the first election of Directors shall be filled by the Declarant appointing a replacement. In order to create two-year, staggered terms for elected Directors, the majority of the Directors of the initial elected Board receiving the most votes shall have a two year term, with the remaining Directors serving one year terms. Thereafter, all elected Directors shall serve for two year terms.

Section 3. First Meeting of Board of Directors. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no further notice of the first meeting shall be necessary.

Section 4. Regular Meetings of Board of Directors. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. Meetings of the Board of Directors shall be open to all Owners of a Lot or Lots, and notices of meetings shall be posted in a conspicuous place on the Limited Common Areas of the Properties at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

Section 5. Special Meetings of Board of Directors. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the meeting time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least a majority of Directors. Notice of such special meetings shall be provided to Owners of a Lot or Lots as provided in Article V, Section 4 hereof.

Section 6. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present

at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 7. Quorum at Meeting of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there 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 without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

Section 8. Action by Consent. Any action which is required to or may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing setting forth the action so to be taken is signed by all of the Directors and is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

Section 9. Directors' Fees. There shall be no Directors' fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

Section 10. Powers and Duties of Board of Directors. The Board of Directors shall have the powers and duties necessary for administration of the affairs of the Association and may do all such acts and things as are not by law or by the By-Laws directed to be done by the Members. In addition to the duties imposed by these By-Laws or by resolution of the Association, the Board of Directors will be responsible for the following:

- (a) To make and collect assessments against Owners of a Lot of Lots within the Properties to defray the costs, expenses and losses of the Association.
- (b) To bill and collect from the owners of a Lot or Lots as described in the Declaration, their respective pro rata shares of invoices for the improvement and maintenance of the Limited Common Area(s), together with such other charges as set forth in the Declaration.
- (c) To use the proceeds from assessments and billings in the exercise of its powers and duties.
- (d) To maintain, repair, replace and operate those portions of the Properties as provided for in the Declaration.
- (e) To contract for the management and maintenance of the Properties as is provided for in the Declaration, and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of such areas of the

Properties as provided in the Declaration. The Association shall, however, retain at all times the powers and duties set out herein, in the Declaration and in the Articles of Incorporation.

(f) To enforce by legal means, the provisions of the Declaration, Articles of Incorporation and these By-Laws, and the Rules and Regulations promulgated pursuant thereto.

(g) To employ personnel to perform the services required for proper operation of the Properties and the Association, and to supervise all such employees.

(h) To purchase insurance for the protection of the Association and its Members, as defined in the Declaration, as well as liability insurance for the protection of the officers and directors of the Association.

(i) To make and amend reasonable rules and regulations respecting the use of the Properties as defined in the Declaration.

(j) To reconstruct the improvements on the Limited Common Area(s) after casualty and to further improve the Properties.

ARTICLE VI

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, a Vice President(s), a Secretary and a Treasurer, all of whom shall be elected by and for the Board of Directors. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any Director may hold two (2) or more offices, except that the President shall not also be the Secretary or Assistant Secretary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association including, but not limited to, the power to appoint committees, from among the Members, from time to time, as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association. The President shall also see that orders

and resolutions of the Board of Directors are carried out and sign all notes, checks, contracts or other written instruments on behalf of the Association.

Section 5. Vice President. The Vice President shall perform all duties of the President in his absence, or if the President is unable to perform such duties. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so act on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, record all votes, and record names and addresses of all Members of the Association. He shall keep such books and papers as the Board of Directors may direct, and he shall in general, perform all of the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association in accordance with good accounting purposes. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

INDEMNIFICATION

Section 1. Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, or having served at the Association's request as a Director or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters for gross negligence or willful misconduct in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

Section 2. Expenses. Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these By-Laws.

Section 3. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another association or corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these By-Laws. The Association may purchase liability insurance on behalf of any person who is or was a Director or officer of the Association, insuring against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such.

ARTICLE VIII

BUDGET AND ASSESSMENTS

Section 1. Budget. The Board of Directors shall adopt a yearly budget running from January 1 through December 31 of each year, which shall include the estimated funds required to defray the current expenses and shall provide funds for deferred maintenance, replacement reserves, and betterment.

- (a) Current expenses shall include, but not be limited to:
 - (i) Professional and management fees and expenses;
 - (ii) Expenses of any utility service or refuse collection not individually billed to each Lot;
 - (iii) Administration, operation and salary expenses of the Association.
 - (iv) Expenses of maintenance and repair of Limited Common Area(s) and as otherwise provided for in the Declaration.
 - (v) Any other current expenses necessary or desirable, in the judgment of the Association, to keep the Properties, as defined in the Declaration, neat and attractive or to preserve or enhance the value of the Properties, as defined in the Declaration, or to eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the Owners, or which is required by the Declaration to be done by the Association.
- (b) Deferred maintenance reserves shall include those maintenance items that occur less frequently than annually.
- (c) Replacement reserves shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- (d) Betterment shall include funds for capital expenditures for additional improvements to the Limited Common Area(s), provided, however, that in the expenditures made from this fund, no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended

for a single item or for a single person without approval of a majority of the votes of both classes of Members present at a meeting of the Association which was properly noticed and included in its notice the expenditure as an item to be considered by the membership at the meeting.

Section 2. Annual Assessments. Annual Assessments against the Lot Owners for their shares of the items of the budget shall be made in advance on or before January 1 of the year for which the assessments are made. Such assessments shall be due on January 1 of the assessment year. Assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The amounts paid to the Association pursuant to the Declaration shall be applied to satisfy the purposes for which assessments are levied pursuant to the Declaration. If the annual assessment is not made as required, the last prior annual assessment and monthly payments thereon shall be due in advance until changed by an amended assessment. The initial annual assessment shall be as provided in the Declaration.

Section 3. Default in Paying Assessment. Default in paying assessments shall be handled as set forth in the Declaration.

Section 4. Depository. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Board of Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks or other withdrawal procedure signed or authorized by such persons as provided by the Board of Directors.

Section 5. Fidelity Bonds. Fidelity Bonds shall be obtained by the Board of Directors for all officers, employees and members of the Board of Directors and all other persons who control or disburse the funds of the Association or administered by the Association, and for all other persons handling or responsible for funds of or administered by the Association. The Fidelity Bonds shall meet all requirements of the Federal National Mortgage Association ("FNMA"). The premiums on such bonds shall be paid by the Association.

ARTICLE IX

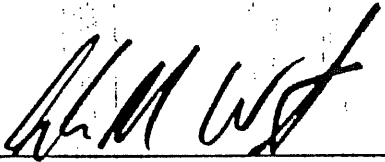
AMENDMENT

Section 1. These By-Laws may be amended at any regular or special meeting of the Members, by a vote of two-thirds (2/3) of the votes of each class of Members present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law and provided that the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") shall have the right to veto amendments while there is a Class B Membership; and provided further that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in such Declaration. Until the Turnover Date as defined in Article III herein and as established in Article III Section

2 of the Declaration, these By-Laws may be amended by the Board of Directors passing a resolution adopting the proposed amendment, provided that the FHA or the VA's prior approval shall have been received where such approval is required.

Section 2. Conflict. In a case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, the foregoing were adopted as the By-Laws of Whisper Lakes Unit 1 Homeowner's Association, Inc. at the first meeting of the Board of Directors on the 21st day of October, 1994.



Secretary

APPROVED:



President

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WHISPER I, INC., a Florida corporation, filed on February 24, 1994, as shown by the records of this office.

The document number of this corporation is P94000015099.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-fourth day of February, 1994



CR2EO22 (2-91)

A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

OF

WHESPER I, INC.

FILED
FEB FEB 24 11 40
TALLAHASSEE FLORIDA

ARTICLE I - NAME

The name of this corporation is WHESPER I, INC.

ARTICLE II - INITIAL PRINCIPAL OFFICE AND MAILING ADDRESS

The address of the initial principal place of business of the corporation is 166 Lookout Place, Suite 100, Maitland, Florida 32751. The initial mailing address of the corporation is 166 Lookout Place, Suite 100, Maitland, Florida 32751.

ARTICLE III - AUTHORIZED SHARES

The maximum number of shares of stock that the corporation is authorized to have outstanding at any one time is 1,000 shares of common stock having a par value of \$.01 per share.

ARTICLE IV - INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the corporation is 166 Lookout Place, Suite 100, Maitland, Florida 32751 and the initial registered agent of this corporation at that address is A.C. Leerdam.

ARTICLE V - INCORPORATOR

The name and address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
A.C. Leerdam	166 Lookout Place Suite 100 Maitland, Florida 32751


ARTICLE VI - INITIAL BOARD OF DIRECTORS

The name and street address of the sole member of this corporation's initial Board of Directors is as follows:

Mr. G. J. van den Berg

Vitsenveld 28
2550 Kontich
Belgium

26th IN WITNESS WHEREOF, the undersigned does hereby execute this instrument this day of January, 1994.



A.C. Leerdam

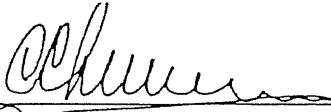
CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered agent, in the State of Florida.

1. The name of the corporation is WHISPER I, INC.
2. The name and address of the registered agent and office is:

A.C. Leerdam
166 Lookout Place, Suite 100
Maitland, Florida 32751

WHISPER I, INC.

By: 
A.C. Leerdam

Title: Incorporator

Dated this 26th day of January, 1994.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, THE UNDERSIGNED HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF HIS DUTIES, AND ACCEPTS THE DUTIES AND OBLIGATIONS OF HIS POSITION AS REGISTERED AGENT INCLUDING THOSE CONTAINED IN SECTION 607.0505, FLORIDA STATUTES.


A.C. Leerdam

Dated this 26th day of January, 1994.



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

February 24, 1994

CORPORATION INFORMATION SERVICES INC.
1201 HAYS ST.
TALLAHASSEE, FL 32301

The Articles of Incorporation for WHISPER I, INC. were filed on February 24, 1994, and assigned document number P94000015099. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Tim Murphy
Corporate Specialist
New Filings Section
Division of Corporations

Letter Number: 094A00008804

**WHISPER LAKES UNIT 1, HOMEOWNERS
ASSOCIATION, INC.**

RULES AND REGULATIONS

These rules and regulations are a summary of some of the rules and regulations as recorded in your Declaration of Covenants, Conditions and Restrictions. Please refer to Article IX for additional restrictions.

1. No commercial or professional business shall be on the property. Residential use only. (Section 2)
2. No temporary structures, including trailers, are to be used for storage or temporary residence. (No trailers, campers, tents, sheds, etc., Section 3)
3. No overnight parking, or continuous parking for more than 10 consecutive hours, of any type of vehicle, on any street or right-of-way. (Section 3)
4. No commercial vehicle shall be parked for any period of time in excess of four consecutive hours or stored except in an enclosed garage attached to a dwelling unit with the garage door closed. (Section 3)
5. No animals are to be kept, maintained or bred for commercial purposes. Pets are to remain on owners property at all times unless on a leash. No pets shall be allowed to make noise in a manner that annoys or disturbs others. (Section 7)
6. No obnoxious or offensive activity shall be permitted on any lot or in any home which may be an annoyance or a public or private nuisance. No area within Whisper Lakes Unit 1, may be used for vehicle repair or maintenance. (Section 5)
7. Garage doors shall remain closed except when in actual use. (Section 14)
8. No signs of any type or size are permitted, except common commercial real estate signs advertising a particular lot or dwelling that is for sales. (Section 4)
9. No vehicles are to be parked on the lawns, easements or common elements of the Association. (Section 11)

Lawn care is the responsibility of each individual resident. During the growing season, mowing may need to be done at least once a week. Trimming around mail boxes, lamp posts, fences, and living units and edging of the lawn should also be done at this time. Trimming of the shrubbery should be done as frequently as necessary to maintain a pleasing overall appearance.

3.2 Powers in the Declaration. The Association shall have all of the powers and duties set forth in the Declaration reasonably necessary to operate the Properties as set forth in the Declaration as it may be amended from time to time, including, but not limited to, the following:

(1) To make and collect assessments against Owners of a Lot or Lots within the Properties to defray the costs, expenses and losses of the Association.

(2) To bill and collect from the owners of the Lots, as described in the Declaration, their respective pro rata shares of invoices to promote the recreation, health, safety and welfare of the residents in the Whisper Lakes Unit 1 subdivision and for the improvement and maintenance of the Limited Common Area(s), and for all amenities constructed thereon, and such other fees and charges as may be set forth in the Declaration.

(3) To use the proceeds of assessments and billings in the exercise of its powers and duties.

(4) To maintain, repair, replace and operate those portions of the Properties as provided for in the Declaration.

(5) To purchase insurance for the protection of the Association and its Members as defined in the Declaration, as well as liability insurance for the protection of the officers and directors of the Association.

(6) To make and amend reasonable rules and regulations respecting the use of the Properties as defined in the Declaration.

(7) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the Properties.

(8) To contract for the management and maintenance of the Properties as is provided for in the Declaration, and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of such areas of the Properties as provided in the Declaration. The Association shall, however, retain at all times the power and duties set out herein, in the Declaration and in the By-Laws.

(9) To employ personnel to perform the services required for proper operation of the Properties and the Association, and to supervise all such employees.

(10) To reconstruct the improvements on the Common Areas after casualty and to further improve the Properties.

3.3 Power to Acquire Lots. The Association shall have the power to purchase a Lot or Lots in the Properties and hold title to the Limited Common Areas and to hold, lease, mortgage and convey the same.

ARTICLE IV MEMBERS

4.1 Member. The Members of the Association shall consist of the Declarant and all the Owners of a Lot or Lots within the Properties as defined in the Declaration, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Lot by foreclosure or deed in lieu of foreclosure.

4.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing a record title to a Lot in the Properties. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior owner is terminated. The new Owner shall notify the Association of the recording of a deed or other instrument establishing record title and shall furnish the Association a certified copy of such instrument if required by the Association.

4.3 Membership Rights Appurtenant to Homesite Ownership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Lot.

ARTICLE V VOTING RIGHTS

The Association shall have two classes of voting membership (both classes of which shall be collectively referred to herein as Members) as follows:

Class A. Class A Members shall be all those Members as defined in Article IV hereof with the exception of the Declarant. One vote shall be allocated to each Lot owned by a Class A Member. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the person entitled to cast the vote for the Lot shall be designated by a certificate filed with the Secretary of the Association at any time before the vote is cast signed by all record Owners of the Lot. If any Lot is owned by a corporation, a similar certificate shall be required designating the person entitled to cast the vote for such Lot. Lacking such certificate by multiple Owners or corporation, then the vote for that Lot shall not be considered in determining the requirement for a quorum or any other purpose until such certificate is filed with the Secretary of the Association; except, however, when title to a Lot

is held by a husband and wife, the husband and wife may, but shall not be required to, designate a voting member. If they do not designate a voting member, and if both are present at a meeting, only one may vote on any given matter. If they are unable to agree on who shall vote, their vote shall not be counted. If no voting member is designated and only one spouse is present at a meeting, the spouse present may cast the vote for the Lot, without establishing the concurrence of the absent spouse. In no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, its successors or its assigns. The class B Member shall be entitled to three (3) votes per Lot until the earlier of the time specified in Article III, Section 2 of the Declaration. The Class B Membership shall cease and be converted to Class A membership and be entitled to vote as such at the time as specified in Article III, Section 2 of the Declaration (the "Turnover Date").

ARTICLE VI DIRECTORS

6.1 Size of Board of Directors. The affairs of the Association shall be managed by a Board of Directors of no less than three (3) Directors, nor more than seven (7) Directors, provided the Board shall always be composed of an odd number of Directors.

6.2 First Board of Directors. The first election of Directors shall not be held until the Turnover Date as defined in Article V hereinabove. The Directors named in these Articles shall serve until the first election of Directors, or until replaced by the Declarant in its sole discretion. Any vacancies in the Board of Directors occurring before the first election of Directors shall be filled by the Declarant appointing a replacement. With the exception of Declarant-appointed members of the Board of Directors, each Director shall be a Member of the Association. Until the Turnover Date, Directors need not be Members of the Association.

6.3 Composition of the First Board of Directors. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until their resignation or removal are as follows:

A. C. Leerdam	166 Lookout Place, Suite 100 Maitland, FL 32751
Jack E. Spillane	166 Lookout Place, Suite 100 Maitland, FL 32751
Alan M. Whitney	166 Lookout Place, Suite 100 Maitland, FL 32751

6.4 Electing Officers. Directors shall be elected in the manner set forth in the By-Laws of the Association.

ARTICLE VII OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	A. C. Leerdam	166 Lookout Place, Suite 100 Maitland, FL 32751
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Vice President:	Jack E. Spillane	166 Lookout Place, Suite 100 Maitland, FL 32751
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Secretary/ Treasurer:	Alan M. Whitney	166 Lookout Place, Suite 100 Maitland, FL 32751
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ARTICLE VIII INDEMNIFICATION

8.1 Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, or having served at the Association's request as a Director or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or officer shall be adjudged liable for gross negligence or willful misconduct, in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

8.2 Expenses. Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

8.3 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another association or corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles of Incorporation. The Association may purchase liability insurance on behalf of any person who is or was a Director or officer of the Association, insuring against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such.

ARTICLE XI BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

10.1 Notice of Amendment. A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

10.2 Adoption of Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by Members having two-thirds (2/3) of the votes of each class of Members of the Association. Directors and Members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and by the affirmative vote of not less than two-thirds (2/3) of the votes of either class of Members of the Association.

10.3 Amendment by Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all Members of each class of Association members, in the manner required for the execution of deeds.

10.4 Declarant Amendment. Notwithstanding anything contained herein to the contrary, until the Turnover Date as defined in Article IV hereof which is specified in Article III, Section 2 of the Declaration, these Articles of Incorporation may be amended by the Declarant filing such an amendment with the office of the Secretary of State of Florida, which amendment need only be joined by a majority of the members of the Board of Directors of the Association.

10.5 Amendments. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members, nor any change in Section 6.2 of Article VI hereof, without approval in writing by all Members of each class, except in the event such amendment is made in accordance with the provisions of Section 10.4 hereof.

ARTICLE XI FHA/VA APPROVAL

As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mergers and consolidations, mortgaging of Common Areas, dedication of Limited Common Areas, dissolution and amendment of these Articles, and amendment of the Declaration.

ARTICLE XII TERM

12.1 Term. The term of the Association shall be perpetual, unless otherwise sooner terminated.

12.2 Dissolution. The Association may be dissolved with written assent signed by not less than two-thirds (2/3) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIII INCORPORATOR

The name and address of the incorporator of the Association are as follows:


A. C. Leerdam

166 Lookout Place, Suite 100
Maitland, FL 32751

ARTICLE XIV
REGISTERED AGENT

The street address of the Association's initial registered office is 166 Lookout Place, Suite 100, Maitland, Florida 32751, and the name of its initial registered agent at that address is A. C. Leerdam.

IN WITNESS WHEREOF, the said incorporator has hereunto affixed his signature on this 7th day of October, 1994.



A. C. Leerdam, Incorporator

**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR THE SERVICE OF PROCESS IN THIS STATE**

Pursuant to Chapter 48, Florida Statutes, the following is submitted in compliance with said Act.

WHISPER LAKES UNIT 1 HOMEOWNER'S ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 166 Lookout Place, Suite 100, Maitland, Florida 32751, has named A. C. Leerdam, located at 166 Lookout Place, Suite 100, Maitland, Florida 32751, as its Registered Agent to accept service of process within this state.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby agree to act in such capacity, agree to comply with the provisions of all applicable laws and I state that I am familiar with and accept the obligations of my position in accordance with 617.0501, Florida Statutes.

By: 
A. C. Leerdam

Dated: 10-7-94