

4400038 ORANGE CO., FL

COMMISSIONERS AT THEIR MEETING

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by MKT Housing Company, Inc. to as "Declarant", hereinafter referred

WITNESSETH:

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

Lots 1-129, WHISPER LAKES UNIT 7, according to the plat thereof as recorded in Plat Book 16 pages 49, 50, 51, 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 7 Homeowner's Association, Inc., 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. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract A, WHISPER LAKES UNIT 7, according to the plat thereof as recorded in Plat Book 16 Pages 49, 50, 51, of the Public Records of Orange County, Florida.

This area is also known as a limited common area because use of Tract A, Whisper Lakes Unit 7 is limited to owners of Lots within Unit 7.

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 Common Area.

RETURN TO CLERKS OFFICE - B.C.C. - 5TH FLOOR, CO. ADMIN BLDG.

PREPARED BY: MARICA TOMPKINS, MKT Housing, Inc., 1637 E. Vine Street, Kissimmee, Florida 32743

Section 6. "Dwelling" or "Unit" means a one-family dwelling unit which may or may not be attached to other dwelling units within a building. 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 MKT Housing Company, Inc., its successors and assigns.

Section 9. "ARC" shall mean and refer to the Whisper Lakes Unit 7 Architectural Review Committee.

Section 10. "Master Association" shall mean and refer to Whisper Lakes Master Community Association, Inc., a Florida Corporation not for profit, 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 at page 2004 in the 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. In Whisper Lakes Unit 7 the Master Association common areas are TRACTS C, D, F, G, and I as shown on the plat thereof and all members of the Master Association shall have rights of use and enjoyment to those tracts.

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 Common Area 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 Common area;

(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 60 days for any infraction of its published rules and regulation.

(e) the right of the Association to dedicate, sell or transfer all or any part of the Common Area 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 Common Area, to the members of his family, his tenants or contract purchasers who reside on the property.

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

The Common Area, now and forever, shall be restricted such that it shall be maintained as a swimming pool, bathhouse and open green area.

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 assessment.

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

Class A. Class "A" members shall be all Owners with the exception of the Developer 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 Developer as defined in this Declaration, and shall be entitled to three votes for each Lot owned. 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 equals 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 7

, 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 7 subdivision and for the improvement and maintenance of the Tract A 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 \$156.00 per year, (\$ 13.00 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 Assessment for Capital Improvement. 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 Common Area, 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 Developer or Declarant will have the following option:

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

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 7. 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 Common Area. 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 as 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 to a mortgage company or financial institution responsibility for collection of assessments.

Section 8. 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 Common Area or abandonment of his Lot. A first mortgage, 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 9. 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 Developer or a designee of the Developer where the Developer 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 Whisper Lakes Unit 7

Architectural Review
Committee hereinafter known as 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 the 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 Common Area. For so long as Declarant is the owner of a Lot in the Property, the Declarant hereby reserves unto itself the right to grant an easement in perpetuity over, upon, under and across all Common Areas 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 Common Area 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 any 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 utilities 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 the Whisper Lakes Unit 7;
- (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;
- (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 Common Property. The Association shall govern, operate, control and manage the Lots and Common Properties 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 Common Properties 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 Common Properties.

Section 2. Maintenance. The Association shall have the obligation and responsibility for hiring of certain personnel to perform maintenance and upkeep of the Common Properties.

Section 3. Property Sign Maintenance. Should the Developer in its sole discretion decide to construct a sign identifying the community, the 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 COMMON AREA

Section 1. Standard Risk. The Association shall keep any buildings in the Common Area 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 Common Area 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 Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the Common Area 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 Common Area, 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 use, 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 Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 6. Antenna and Aerials. Unless the ARC has given its prior written approval, no antenna, aerial or satellite receiving dish 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 Committee 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 animals 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, Florida rooms or detached utility buildings 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 lines. 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 vehicles which extend beyond the length of the Owner's 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 Common Areas shall be regulated by the 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 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

Developer, its transferees, or its subcontractors, from performing on any part of the Properties owned and controlled by the Developer, 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 Developer'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.

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 doors 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 or 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 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 Subdivider 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 of Restrictions 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 Developer shall have the right, during the first two (2) years from the date the covenants are recorded, to amend this Declaration to clarify any ambiguities or conflicts, subject, however, to approval by the Veterans Administration.

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 Common Area and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Common Area be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Area 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 Common Area. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Area in any manner other than as an 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 Common Area 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 Veterans Administration: annexation of additional properties, mergers, consolidations, mortgaging of any common area, dedication of Common Area, amendment of this Declaration and dissolution of the Association.

Section 7. Annexation. Additional residential property and Limited Common Area 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 7 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 7 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.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto executed this Declaration this 29th day of July 1985.

WITNESSES:

Dandra P. Lucas
Theresa B. ...

Franc A. ...
Jeanne L. Duncan

MKT HOUSING COMPANY, INC.

BY: Thomas N. Tompkins
Thomas N. Tompkins, Vice President

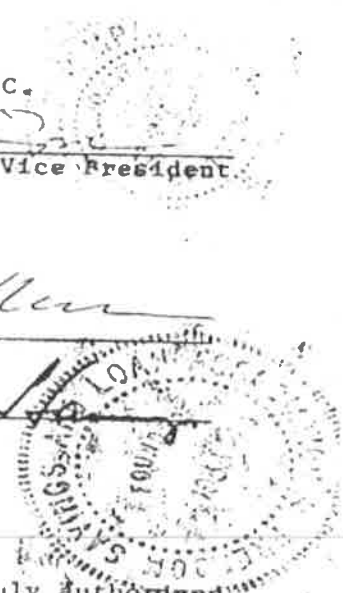
FREEDOM SAVINGS

BY: Jerry ...

ATTEST: [Signature]

STATE OF FLORIDA
COUNTY OF Osceola

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared THOMAS N. TOMPKINS, to me well known to be the Vice President of MKT HOUSING COMPANY, INC., a Florida Corporation, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said



corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of July, 1985.

Sandra P. Lucas
Notary Public

My Commission Expires: Notary Public, State of Florida
My Commission Expires June 19, 1988
Bonded thru TFC Term Insurance, Inc.

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Donald C. Blende

and Matthew Harvey to me well known to be the Vice Pres. and Vice President respectively of FREEDOM

SAVINGS a Fla Capital Stock Assoc. and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of August, 1985.

Irene A. Quinn
Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires June 21, 1988
Bonded By SAFECO Insurance Company of America

RECORDED & RETURNED FILED

Thomas H. Locker
County Comptroller, Orange Co., FL