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Palm Beach County, Florida
Joseph Abruzzo,Clerk
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THIS INSTRUMENT WAS PREPARED BY:
KAYE BENDER REMBAUM, P.L.
EMILY E. GANNON, ESQ.
1200 PARK CENTRAL BOULEVARD SOUTH
POMPANO BEACH, FLORIDA 33064

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CERTIFICATE OF RECORDING OF THE REVITALIZED AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR WHISPERING OAKS; THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS, the Declaration of Protective Covenants for Whispering Oaks ("Declaration"), was recorded in Official Records Book 5554, at Page 1608, in the Public Records of Palm Beach County, Florida; and

WHEREAS, the Declaration has been extinguished for the overwhelming majority of the Lots in the Community by operation of the Florida Marketable Title Act (Chapter 712 of the Florida Statutes), and no longer operates to bind certain Lots; and

WHEREAS, the owners within the Community deemed it desirable and in the best interest of the Community to revitalize the Declaration for the benefit of and to protect the health, safety and welfare of all affected Lot owners; and

WHEREAS, a majority of the Lot owners affected by the Declaration and the Department of Economic Opportunity approved the revitalization of the Declaration ("Revitalized Declaration") in accordance with sections 720.405 and 720.406, F.S., respectively; and

WHEREAS, to the best knowledge of the Board, the attached Articles of Incorporation, amendments thereto and Bylaws are the true and correct Articles of Incorporation, and Bylaws of the Association;

NOW THEREFORE, the Association, on behalf of all record owners of Lots within the Community, hereby declares that all Lots within the Community shall beheld, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Revitalized Declaration and records it in the Public Records of Palm Beach County along with the attached Articles of Incorporation, and Bylaws as its Official Governing Documents. The easements, covenants, restrictions and conditions of the Revitalized Declaration shall run

with the Lots and be binding in all parties having or acquiring any rights, title or interest in the Lots affected by the Revitalized Declaration, and inure to the benefit of each owner, thereof.

IN WITNESS WHEREOF, we have affixed our hands this 19 day of May, 2021, Palm Beach County, Florida.

WITNESS 1

Sign: _____

Print: Layla Pragid

WITNESS 2

Sign: _____

Print: Christopher Pragid

WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC.

By: _____
Chris Militello, President

Print: CHRIS MILITELLO

Attest: _____
Chris Grysklewicz, Secretary

Print: Christopher J. Grysklewicz

STATE OF FLORIDA

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of May, 2021, by Chris Militello as President and Chris Grysklewicz as Secretary for Whispering Oaks Property Owners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification and did take an oath.

BY: _____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:

Notary Public State of Florida
Christopher Pragid
My Commission GG 250374
Expires 12/16/2022

Print Name: Christopher Pragid

This is a Board Approved Copy

PROPOSED AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
OF WHISPERING OAKS

KNOWN BY ALL MEN THESE PRESENTS:

WHEREAS, CONE INVESTORS, INC., a Florida corporation (hereinafter referred to as "Declarant") is the Owner of certain lands located in Palm Beach County, Florida, which lands (hereinafter referred to as "Property") are more particularly described below; and,

WHEREAS, the Property shall consist of all lands submitted to the terms of this Declaration of Declarant as more particularly described below; and,

WHEREAS, the Property shall constitute a development known as "Whispering Oaks" (defined below); and,

WHEREAS, Declarant desires to place from time to time certain easements, covenants, conditions and restrictions upon the use of the Property and to cause same to benefit, burden and run with the Property;

NOW, THEREFORE, for good and valuable consideration, the said Declarant does hereby for itself and its successors and assigns place upon the Property the following certain easements, covenants, conditions and restrictions.

ARTICLE I. DEFINITIONS.

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(A) Applicant: The term "Applicant" shall mean and refer to the Person seeking to improve a portion of the Property in accordance with Articles V and VI herein. An Applicant must be an Owner.

(B) Articles of Incorporation: The term "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, a copy of which Articles are attached hereto as Exhibit B.

(C) Assessments: The term "Assessment" shall include Regular Assessments and Special Assessments and shall mean and refer to the share of funds required for the payment of Common Expenses, which from time to time are assessed against the Owners.

(D) Association: The term "Association" shall mean and refer to Whispering Oaks Property Owners' Association, Inc., a Florida non-profit corporation.

(E) Board of Directors: The term "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(F) ByLaws: The term "ByLaws" shall mean and refer to the ByLaws of the Association, a copy of which ByLaws are attached hereto as Exhibit C.

(G) Common Expenses: The term "Common Expenses" shall mean and refer to all expenses and assessments properly incurred by the Association for which the Owners are liable to the Association.

(H) Committee: The term "Committee" shall mean the Architectural Review Committee appointed annually by the Board of Directors as more particularly discussed in Article V herein.

(I) Common Areas: The term "Common Areas" shall mean and refer to real property, systems, fixtures, improvements and all other property owned by or dedicated to the Association or its successors and assigns as more particularly described in Article VIII herein.

(J) County: The term "County" shall mean and refer to Palm Beach County.

(K) Declarant: The term "Declarant" shall mean and refer to Cone Investors, Inc., a Florida corporation, and those successors and assigns to whom Declarant's rights and obligations hereunder are specifically assigned.

(L) Declaration: The term "Declaration" shall mean and refer to this Declaration of Protective Covenants of Whispering Oaks.

(M) Improvement: The term "Improvement" shall mean and refer to any building, structure, sign, fence, exterior lighting, and/or landscaping that is constructed, erected, placed, made, altered or repaired within or upon the Property, as well as any construction, demolition, excavation, grading, subdividing (or resubdividing) and/or platting (or replatting) within or upon the Property.

(N) Institutional Mortgagee: The term "Institutional Mortgagee" shall mean any company or entity holding a mortgage encumbering a Parcel, which in the ordinary course of business makes, purchases, guarantees or insures mortgage loans. An Institutional Mortgagee includes, but is not limited to, banks, savings and loan associations, insurance companies, union pension funds authorized to lend money in the State of Florida, an agency of the United States or any other governmental authority, a mortgage investment trust, a real estate investment trust, a mortgage company, or a lender generally recognized as an institutional type lender. In addition, Declarant shall be deemed to be an Institutional Mortgagee with respect to any Mortgage owned by Declarant against any portion of the Property.

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(O) Owner: The term "Owner" shall mean and refer to the record Owner or Owners of the fee simple title to a Parcel. In the event that a Parcel is owned by more than one (1) Person, each such Person shall be jointly and severally liable for all of the obligations of an Owner of a Parcel hereunder.

(P) Parcel: The term "Parcel" shall mean and refer to any platted lot within the Property, but shall specifically not include any portion of the Common Areas.

(Q) Person: The term "Person" shall mean and refer to an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more Persons having a joint or common interest or any other legal entity.

(R) Plans and Specifications: The term "Plans and Specifications" shall mean and refer to all items submitted to the Committee in accordance with Article V herein.

(S) Plat: The term "Plat" shall mean and refer to that certain Plat of Whispering Oaks recorded in Plat Book 58, Pages 184 through 186, inclusive, Palm Beach County, Florida, Public Records.

(T) Property: The term "Property" shall mean and refer to that property more particularly described in Article II hereof.

(U) Regular Assessment: The term "Regular Assessment" shall mean and refer to any Assessment levied against Owners other than is required by the annual budget.

(V) Special Assessment: The term "Special Assessment" shall mean and refer to any Assessment levied against Owners other than the assessment required by the annual budget.

(W) Voting Representative: The term "Voting Representative" shall mean and refer to (1) the record Owner of a Parcel if the Parcel is owned by one (1) individual; (2) either the husband or wife if the Parcel is owned by husband and wife as tenants by the entirety; (3) any individual designated in a Certificate filed with the secretary of the Association designating a voting member for such Parcel; or (4) a duly designated proxy holder. Anything to the contrary herein notwithstanding, there shall only be one (1) Voting Representative for each Parcel.

(X) Whispering Oaks: The term "Whispering Oaks" shall mean and refer to that certain residential community more particularly described in Article III herein.

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ARTICLE II. THE PROPERTY.

The Property shall consist of all property, including any and all improvements thereon, that is specifically submitted to the terms of this Declaration by Declarant. As of the recording of this Declaration in the public records of the County, the property described in Exhibit A, attached hereto and made a part hereof, and the Parcels listed in Exhibit D, attached hereto and made a part hereof, shall be deemed to be submitted to the terms of the Declaration. Additional lands may be submitted by Declarant to the terms of this Declaration (without the consent or approval of any Person) pursuant to Article 18 herein and upon submission shall become a part of the Property hereunder.

ARTICLE III. WHISPERING OAKS.

Section 3.1. Whispering Oaks. Whispering Oaks is a residential community platted in that certain Plat of Whispering Oaks recorded in Plat Book 58, Pages 184 through 186, inclusive, Palm Beach County, Public Records, and shall consist of the Property as may be expanded by Declarant pursuant to the terms of this Declaration.

Section 3.2. Association. The Association is responsible for operating and maintaining certain facilities and property within Whispering Oaks which are for the common use and enjoyment of all Owners as described and discussed in this Declaration. An Owner shall automatically be a member of the Association, and said Owner, his/her ownership interest and his/her Parcel shall be subject to the terms and conditions of the Articles of Incorporation, the ByLaws and this Declaration respectively, as well as any amendments thereto.

ARTICLE IV. PLATTING AND SUBDIVIDING.

The Declarant shall be entitled at any time and from time to time to plat (and/or repat) and/or subdivide (and/or resubdivide) all or any part of the Property.

ARTICLE V. ARCHITECTURAL REVIEW COMMITTEE.

Section 5.1. The Committee. The Committee shall consist of three (3) to five (5) persons appointed by Declarant, who may be replaced at any time by the Declarant. The members of the Committee are not required to be members of the Association. The initial members of the Committee shall be Al J. Cone, Douglas W. Cone, Robert C. Sorgini and Kay Smith, each of whom shall serve until his/her successor is appointed, or until he/she resigns or until he/she is replaced, whichever first occurs. Any vacancy occurring on the Committee shall be filled by the Declarant. A majority of the Committee shall constitute a quorum to transact business at any meeting of the Committee, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Committee.

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Section 5.2. Necessity of Architectural Review and Approvals. No improvements of any kind shall be commenced, constructed, installed, erected or performed or placed upon or within the Property, nor shall any change, alteration or repair of any Improvements be made until such time as the Plans and Specifications with respect thereto have been submitted to and approved in writing by the Committee in accordance herewith. The Plans and Specifications shall be submitted to the Committee in a manner and form satisfactory to the Committee and shall show the proposed Improvement(s), materials, colors and such other information as may be reasonably requested by the Committee. The Plans and Specifications shall be submitted in writing by the Owner of the Owner's authorized agent. The owner of each parcel must submit a landscape plan for approval along with the plans and specifications for their improvements, and in the Board's discretion, post a $3,000.00 cash performance bond.

Section 5.3. Approval. Approval of the Plans and Specifications shall be based upon (1) the conformity and harmony of the design and layout of the proposed Improvement(s) with neighboring Parcels and with Whispering Oaks as a whole; and (2) the conformity of the Plans and Specifications with the terms of this Declaration. The Committee shall not arbitrarily or unreasonably withhold its approval of the Plans and Specifications.

Section 5.4. Conditions of Approval. In the event of approval of the Plans and Specifications, the following conditions shall apply:

(A) Prior to commencing the approved Improvement, the Owner, if so required by the Association, shall provide the Association with a removal bond, which must be reasonably acceptable to the Association for purposes of protecting Whispering Oaks against any unsightly unfinished construction.

(B) The approved Improvement shall not be used or utilized until such time as the Committee has inspected the Improvement(s) and approved same for compliance with the approved Plans and Specifications.

(C) There shall be no changes made to the approved Plans and Specifications without the written approval of the Committee. If the Committee deems the changes to be substantial, the approval process hereunder must start over, and the Plans and Specifications will have to be resubmitted in accordance with this Article.

Section 5.5. Powers and Duties. The Committee shall have following powers and duties:

(A) To require submission to the Committee of at least three (3) complete sets of all Plans and Specifications. The Committee may also require submission of samples of building materials and colors proposed for use regarding any Improvement(s) any may require such additional information as reasonably may be necessary for the Committee to evaluate completely the proposed

Improvement(s) in accordance with this Declaration. Reviews shall be coordinated with any required governmental approvals.

(B) To approve or disapprove Plans and Specifications (and any amendments thereof).

(C) To adopt a schedule of reasonable fees for processing requests for Committee approval of proposed Plans and Specifications (and any amendments thereof). Such fees, if any, shall be payable to the Association in United States cash or by check at the time that Plans and Specifications are submitted to the Committee. In the event such fees are not paid by the Owner, the Plans and Specifications shall be deemed to be improperly submitted by Owner and need not be reviewed by the Committee.

(D) To retain professional advisors such as attorneys and architects as may be necessary in the exercise of its powers, which advisers shall be paid out of the fees collected in (C) above or from funds of the Association.

(E) To inspect (or designate a qualified person to inspect) the Improvement from time to time during construction, and upon completion of construction, for purposes of determining if the Improvements are being (or have been) constructed, installed, erected, performed, placed, altered or repaired in accordance with the approval Plans and Specifications.

(F) To perform such incidental acts as may be necessary in the exercise of its powers.

Section 5.6. Liability. Neither the members of the Committee nor Declarant (nor their representatives, agents, employees, successors or assigns) shall be liable in any manner to anyone submitting Plans and Specifications or to any Owner or other Person, by reason on negligence, mistake in judgment or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve or disapprove the Plans and Specifications. Every Person who submits Plans and Specifications to the Committee for approval agrees and certifies by submission of such Plans and Specifications that he/she will not bring any action, suit, or other proceeding against the members of the Committee or Declarant for any negligence, mistake in judgment or nonfeasance.

ARTICLE VI. CONSTRUCTION OF IMPROVEMENTS.

Section 6.1. Licenses. All Plans and Specifications must be prepared and/or stamped by a Florida registered architect, engineer or certified residential designer and all work in accordance therewith must be performed by duly licensed contractors and subcontractors. In order to be "duly licensed", the contractors and subcontractors must have obtained all required licenses from, and satisfied all requirements of, all governmental bodies, agencies, departments and the like having jurisdiction thereover.

Section 6.2. Time Requirements. The Applicant shall begin work in accordance with the approved Plans and Specifications no later than two (2) months following the written approval of the Plans and Specifications and shall proceed diligently without stopping until completion; such work shall be completed within a reasonable period of time, which is not to exceed ten (10) months from the date of commencement thereof. The Committee shall have the power to extend the deadline beyond the ten (10) month period set forth herein, provided Applicant makes application thereof and the Committee determines the request is reasonable. An extension hereunder shall be for a time certain as set at the discretion of the Committee. Failure to comply with the deadlines contained herein shall result in the termination of the Committee's approval and Applicant will have to obtain new approval from the Committee prior to proceeding with any Improvement(s). Further in the event that Applicant fails to comply with the deadlines contained herein, Applicant shall restore his/her Parcel to its condition at the time Applicant began to improve the Parcel. If Applicant does not restore the Parcel within fifteen (15) days after notice to so restore, then the Association and/or Persons designated by the Association may (1) enter upon the Parcel and carry out such restoration at Applicant's cost and expense, without being liable in any manner for trespass, and shall have a lien against the Parcel for such cost and expense in the same manner as for unpaid Assessments; (2) implement the removal bond; or (3) pursue any other remedies allowed under this Declaration.

Section 6.3. Condition During Construction. The Parcel shall be kept in a neat and orderly condition during construction of the Improvement(s) so as not to cause an unsightly condition of the Parcel. In the event the Applicant or his/her agent, contractor, subcontractor or materialmen shall fail to so maintain the Parcel in the proper condition, and continues such failure more than seven (7) days following notice thereof, the Association may order a cleanup of the Parcel and charge the Applicant the cost thereof. The Association and/or Persons designated by the Association are authorized to enter upon the Parcel to carry out such cleanup, and shall have a lien against the Parcel in the same manner as for unpaid Assessments.

ARTICLE VII. GENERAL COVENANTS.

In order to insure the best use and most appropriate development of the Property, the Property shall be subject to the following General Covenants:

Section 7.1. Nuisance. No noxious or offensive activity shall be allowed on any portion of the Property, nor shall anything be done that is or may become a nuisance or annoyance to the other members of the Association.

Section 7.2. Single Family Restriction. Each Parcel shall only be used as a single family residence and for no other purpose. No Person shall conduct or permit any trade, business, professional or commercial activity upon any Parcel.

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Section 7.3. No building other than a single family dwelling house and attached garage shall be allowed on each Parcel. The dwelling house shall be no more than two (2) stories in height and shall have no less than 3,200 square feet of total area under roof and no less than 2,750 square feet of total air conditioned living area under roof.

Section 7.4. Building Setback Requirements.

(A) All lots, except Lots 1, 16 and 21, shall have the following minimum setback lines for all buildings and other structures: front yard - 35 feet; side yard -15 feet; back yard - 30 feet.

(B) Lot 1 shall have the following minimum setback lines for all buildings and other structures: North lot line – 30 feet; East lot line -15 feet; South lot line – 30 feet; West lot line - 25 feet.

(C) Lot 16 shall have the following minimum setback lines for all buildings and other structures: 25 feet from Whispering Oak Way; 35 feet from Whispering Oak Trail; 15 feet from property line abutting Lot 15 and Lot 17.

(D) Lot 21 shall have the following minimum setback lines for all buildings and other structures: 25 feet from Whispering Oak Way; 25 feet from Whispering Oak Trail; 15 feet from property line abutting Lot 20 and Lot 22.

In the event an Owner desires to build one (1) dwelling house on more than one (1) contiguous parcel, then the side yard and back yard building setback requirements will be those of the Parcels built on. Lot 2 shall have a 30 foot front yard set back for all buildings and other structures from Whispering Oak Circle.

Section 7.5. Garages. Each dwelling house shall have an attached garage or garages providing enclosed parking for at least two (2) passenger automobiles.

Section 7.6. Other Structures. There shall be no enclosed storage areas erected which are separate from the dwelling house. Unenclosed storage areas are prohibited and all utility and storage rooms must be located the rear of each dwelling house.

Section 7.7. Roofs. Roof designs of each dwelling house and attached garage shall have a minimum pitch of 5/12. Roof covering shall be hand sawn, split cedar shake or other covering as approved by and at the sole discretion of the Architectural Review Committee. Flat roofs and tar and gravel roofs are not permitted; except on porches located at the rear of the dwelling house, and only if approved by the Architectural Review Committee.

Section 7.8. Swimming Pools. Swimming pools are allowed on the rear of each Parcel; however, the highest projection of or from the swimming pool shall not exceed two (2) feet in height from ground level.

Section 7.9. Outdoor Fireplaces. Outdoor fireplaces are allowed on the rear of each Parcel; however, the highest projection of or from the fireplace shall not exceed six (6) feet in height from ground level.

Section 7.10. Fences and Walls. All fences and walls must be approved by the Architectural Review Committee prior to construction and shall not exceed six (6) feet in height.

Section 7.11. Antennas and Electrical Equipment. Outside antennas and satellite dishes, along with their poles, masts and towers, and other electronical devices are not allowed; unless approved by the Architectural Review Committee.

Section 7.12. Solar Energy Collection Devises. Solar energy collection devices are allowed; however, the Architectural Review Committee must approve such devices prior to installation. The size, location, pipes and other equipment associated with the solar energy collection devices shall be reviewed by the Architectural Review Committee.

Section 7.13. Garbage Containers, Oil and Gas Tanks, and Air Conditioners. All garbage and refuse containers, oil tanks, bottled gas tanks, air conditioning and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the Architectural Review Committee so that they shall be substantially concealed or obscured from my eye level elevation on any street or adjacent properties.

Section 7.14. Prohibited Structures. No structure of a temporary character, trailer, tent or shack shall be erected or placed within a Parcel at any time, provided, however, that with the prior written permission of the Committee, construction sheds and trailers used to facilitate ongoing construction may be located upon a Parcel during the active pursuance of a course of construction upon the Parcel.

Section 7.15. Driveways. Each dwelling house shall have its own separate driveway which shall be constructed simultaneously with the dwelling house. The driveways shall be constructed of concrete, stone or other material approved by the Architectural Review Committee.

Section 7.16. Post Lighting. Each dwelling house shall have a free-standing outside post light. The light shall no more than thirty (30) feet from the edge of the road; shall be automatically controlled so that it is in operation from dusk to dawn and shall be approved by the Architectural Review Committee.

Section 7.17. Signs. No signs shall be placed or erected on any Parcel, except a small sign for the name and postal address of the owner that has been approved by the Architectural Review Committee or one (1) temporary sign not exceeding four (4) square feet indicating that such Parcel is for sale or rent.

Section 7.18. Mailboxes. Mailboxes shall be of a uniform design and located on each Parcel at a uniform place as approved by the Architectural Review Committee.

Section 7.19. Landscaping. Adequate landscaping shall be installed and maintained by Owner. Where possible, the natural look and landscaping of the land shall be retained and the natural trees and vegetation shall remain. No tree exceeding four (4) inches in diameter may be removed from any lot unless approved by the Architectural Review Committee; except if located in the perimeter of the foundation of an approved structure. The Architectural Review Committee shall have the right to demand, and any lot Owner shall comply to replace any such tree so destroyed or removed with another tree or trees as selected by the Architectural Review Committee.

The owner of each Parcel shall grass and maintain their parcel to the edge of road pavement.

The owner of each Parcel abutting Tract "B", Water Management Tract, shall grass and maintain to the waters edge, that portion of Tract "B" contiguous to their parcel.

Section 7.20. Underground Utilities. All public utility service shall be transported or transmitted from the lot line or utility easement to the dwelling unit or other structure only through underground pipes, conduits or other underground connections.

Section 7.21. Subdivision. No Parcel shall be subdivided into two (2) or more Parcels without the prior written approval of the Association and appropriate governmental entities. Parcels described as Lots 26, 27 and 28 are hereby resubdivided as

A. Lot 26 and the western part of Lot 27 shall be resubdivided as Lot 26 and four-tenths (4/10) of lot 27. It shall be now known as lot 26. The owner(s) of lot 26 shall be responsible for all assessments and special assessments for 1.4 or one hundred forty (140%) of any assessment made to a property owner of Whispering Oaks.

B. Lot 28 and the Eastern part of Lot 27 shall be resubdivided as Lot 28 and four-tenths (64/10) of lot 27. It shall be now known as lot 28. The owner(s) of lot 28 shall be responsible for all assessments and special assessments for 1.6 or one hundred sixty (160%) of any assessment made to a property owner of Whispering Oaks.

C. Due to the resubdividing of these three (3) lots into two (2) lots, there will be no such lot listed as lot 27. Each lot owner(s) of lots 26 and 28 currently and into the future, have agreed to cooperate with this Homeowners Association in any way the Board of Directors deems necessary and to comply with all

current laws of Palm Beach County, Florida through appropriate governmental entities.

Section 7.22. General Repair. An Owner shall repair and maintain Improvements on his/her Parcel in such a manner that no Improvement falls into disrepair and so that each Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise maintained.

Section 7.23. Animals. No animals, livestock or poultry of any kind shall be bred or kept on any Parcel; except for domestic dogs, cats and other household pets which may be kept in a dwelling house provided they are reasonable in numbers and do not constitute a nuisance to other residents of Whispering Oaks.

All such animals when not on an Owner's Parcel, must be kept on a leash and not allowed to stray upon another Parcel without the permission of that Parcel's Owner.

Pit bulls are not allowed upon any parcel at any time.

Section 7.24. Outdoor Clothes Drying. No portion of any Parcel shall be used as outdoor clothes drying area unless completely screened from the roadway and adjacent Parcels. These areas must be located on the rear of each Parcel and must be approved by the Architectural Review Committee.

Section 7.25. Parking. There shall be no overnight parking on Whispering Oak Way, Whispering Oak Trail or Whispering Oak Circle.

No trucks or commercial vehicles exceeding one (1) ton are permitted in Whispering Oaks unless temporarily present for construction, repair or maintenance.

All other trucks, commercial vehicles, boats, trailers or campers must be parked in an enclosed garage or on the rear of the Parcel in an adequately screened area approved by the Architectural Review Committee.

Section 7.26 Sidewalks. Each owner shall be responsible for the construction and maintenance of the sidewalk as required by county ordinance and approved by the Architectural Review Committees.

ARTICLE VIII. COMMON AREAS.

Section 8.1. Description. All real property, systems, fixtures, improvements and other property, conveyed or dedicated by Declarant to the Association, and all property otherwise acquired by the Association in connection with Whispering Oaks, shall constitute "the Common Areas." The Association shall accept title to all property conveyed to it by Declarant.

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Section 8.2. Restrictions. Each Owner shall have a right and an easement to enjoy and use the Common Areas for the purposes intended (which right and easement shall be appurtenant to and shall pass with the title to each Parcel), subject to the following provisions:

(A) The terms and provisions of this Declaration, Articles of Incorporation, the ByLaws, Rules and Regulations of the Association and any document of public record in the County.

(B) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public or governmental agency or authority, governmental body, unit of local government or utility company.

(C) The right of the Association to properly administer, maintain, repair and improve the Common Areas.

(D) The easement rights set forth in this Declaration.

(E) The rights of other members in and to the Common Areas.

(F) The right of access by the law enforcement and fire department personnel and equipment of Palm Beach County when in lawful pursuit of their duties.

(G) The right of the Association to borrow money for the purpose of purchasing and/or improving the Common Areas; and in aid thereof, to mortgage such Common Areas or a portion thereof.

(H) The right of the Association to take such steps reasonably necessary to protect the Common Areas against foreclosure.

Section 8.3. Delegation. An Owner may delegate his/her rights to utilize the Common Areas to a lessee or contract purchaser in possession of his/her Parcel, but such delegation shall not relieve said Owner of his/her obligations hereunder; such delegation shall be in writing and shall be delivered to the secretary of the Association.

ARTICLE IX. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS.

Section 9.1. As to Common Areas.

(A) Association's Responsibility: Except as otherwise provided in this Article, the Association shall be responsible for the maintenance, repair and replacement of the Common Areas and such expenses (except as otherwise provided in this Declaration) shall be treated as and paid for as a part of the Common Expenses. However, should said maintenance, repair or replacement be caused by the negligence or misuse of or by an Owner, his/her lessees, guests or invitees, said Owner shall be solely responsible for the costs of such maintenance, repair and/or replacement.

(B) Water Management System: The water management system of Whispering Oaks, identified on the Plat as Tract "B," Water Management Tract, is a common area owned by the Association. It is the responsibility of the Association to operate and maintain this surface water management system; including all lakes, retention areas, culverts and related appurtenances.

(C) Maintenance Contracts: The Association may enter into a contract with any Person for the management, operation, maintenance and/or repair of the Common Areas and may delegate to such Person all the powers and duties of the Association, except such as are specifically required by this Declaration, the ByLaws, the Articles of Incorporation, or the laws of the State of Florida to have the approval of the membership of the Association.

Section 9.2. As to Parcels. Each Owner agrees as follows:

(A) Maintenance. Each Owner shall maintain his/her Parcel in good condition and repair, and in such manner as to preserve the beauty, quality and value of Whispering Oaks.

(B) Inspection by Association. Each Owner shall allow the Board of Directors (and the Board's agents and employees) to enter up on his/her Parcel for the purpose of inspecting same to determine if there are any factors threatening the Property (or any portion thereof) and/or to determine compliance with the provisions of this Declaration and the Exhibits hereto. Except in the case of a bona fide emergency, such entry shall be made at reasonable times and with reasonable advance notice.

(C) Declarant's Right to Enter. Each Owner shall allow Declarant to enter upon his/her Parcel to alter, maintain and repair, replace and/or install utility and other lines, cables, wires, and pipes; provided however, that in such event Declarant shall fully restore and repair the Parcel from the effects of such alteration.

Owners of Parcels that do not abutt Tract "B", Water Management Tract, may not enter upon this common area, except for the purpose of maintenance.

Owners of Parcels that abutt Tract "B", Water Management Tract, may use a portion of the common area contiguous to their parcel for recreational purposes.

Motor boats and sailboats are prohibited in the lake at all times.

Section 9.3. Standard of Maintenance by Association. The Association shall maintain Whispering Oaks as a first-class quality community. In accomplishing the same, it is acknowledged that such maintenance shall be performed to the standards established while the Association was operated by the representatives appointed by Declarant.

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Section 9.4. Insurance Proceeds. Whenever an Owner is responsible for any loss or costs covered by insurance maintained by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of the necessary maintenance, repair or replacement, and such Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds received by the Association.

ARTICLE X. ASSESSMENTS.

Section 10.1. Applicability to Parcels. Each Parcel shall be subject to Assessments as more specifically provided for in the Articles of Incorporation, ByLaws and this Declaration, respectively, except as provided for in Section 10.9 herein. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of any of the property within the Park.

Section 10.2. Uniform Rate of Assessments. All Assessments shall be at an equal, uniform rate for each Parcel. The share of the Assessments in Whispering Oaks attributable to a particular Parcel shall be based on a fraction, the numerator of which is one (1) and the denominator of which is the total number of Parcels in Whispering Oaks. This Section is subject to Section 10.9 herein.

Section 10.3. Amount and Use. The Regular Assessments and other charges collected by the Associations shall be in an amount sufficient to pay all costs, expenses and liabilities incurred by the Association, including but not limited to costs, expenses and liabilities incurred in (1) the administration, maintenance, installation, repair, replacement and operation of the Common Areas; (2) the administration and operation of the Association; (3) carrying out the purposes and duties of the Association; and (4) obligations for the payment of property taxes and assessments against and insurance coverage for the Common Areas and the Association property, legal and accounting fees, security costs, management fees, utilities used upon the Common Areas, cleaning services, expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Owners or others, the creation of reasonable reserves, and all other expenses deemed by the Board of Directors to be necessary and proper for management, maintenance, repair, operation and enforcement. Any portion of the Assessments and other charges remaining after the disbursements required hereby shall be used for the promotion of the peace, health, safety or general welfare of Whispering Oaks.

Section 10.4. Special Assessments.

(A) The Association, through its Boards of Directors, shall also have the power and authority to levy and collect Assessments designated as Special Assessments for the following purposes:

(1) Th acquisition of property by the Association.

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(2) The construction, reconstruction, unexpected repair or replacement of a capital Improvement, including the necessary fixtures and personal property related thereto.

(3) The payment of the sums necessary to indemnify each Director and Officer of the Association in accordance with the terms of this Declaration and the Exhibits attached thereto.

(4) The payment of other costs, losses and expenses not anticipated at the time of the adoption of the annual budget.

All notices of Special Assessments from the Association to the members shall designate the date when the Special Assessment is due.

(B) The Association may levy an emergency Special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Such emergency Special Assessments may be utilized to pay for preventive, protective or remedial construction, reconstruction, improvements, repair or replacements. Events justifying emergency Special Assessments include, but are not limited to, hurricanes, floods and fires. Emergency Special Assessments shall be collectible from Owners in such manner as the Board of Directors shall determine.

Section 10.5. Due Dates. The Assessments shall be due and payable on the date or dates fixed by the Board of Directors as the due date, and such Assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments as determined by the Board of Directors. All assessments shall accrue interest at the maximum rate allowed by law after its due date and be in addition to any late fee as set by the Board of Directors.

Section 10.6. Certificate. The Association shall, upon demand at any time, furnish to any Owner liable for a particular Assessment, a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 10.7. Lien Rights. All Assessments, together with interest thereon from the due date at the maximum rate allowed by law, and the cost of collection thereof (including reasonable attorney's fees and administrative charges incurred by the Association), shall constitute a continuing lien on the Parcel that shall bind such Parcel in the hands of the Owner, his/her heirs, devisees, Personal Representatives, successors and/or assigns and shall also be the continuing personal obligation of the Owner of the Parcel. A Claim of Lien pertaining to said lien, stating the description of the Parcel, the name of the Owner, the amount due and the due date may be recorded in the public records of the County by the Association at such time as an Assessment is not paid when due. Regardless of the date of recordation of any Claim of Lien, the effective date of the lien shall relate back, and the lien shall take priority, as of the date of

recordation of the Declaration; however, the lien shall be subordinate to a mortgage lien of an Institutional Mortgagee that is based on a mortgage recorded in the public records of the County prior to the recording of the Claim of Lien against the subject Parcel.

Section 10.8. Enforcement of Lien. Through its Board of Directors, the Association may bring an action to foreclose the Claim of Lien against the Parcel in like manner as a foreclosure of a mortgage on real property, and/or bring a suit on the personal obligation against the Owner, and there shall be added to the amount owed the cost of preparing and filing the complaint in such action (including reasonable attorney's fees); and in the event a judgement is obtained, such judgement shall also include interest on the obligation as above provided, the cost of collection (including interest on the obligation as above provided, the cost of collection (including reasonable attorney's fees to be fixed by the Court) and the costs of the action.

Section 10.9. Proviso. Anything to the contrary herein notwithstanding, Declarant reserves the right to guarantee the maximum amount of Assessments for a certain period ("guarantee period") by a separate agreement (which may be a Purchase Agreement) with Owners. During the guarantee period, Declarant shall be excused from the payment of Assessments that would otherwise have been assessed to Parcels owned by Declarant, but Declarant shall pay any amount of Common Expenses incurred during the guarantee period not produced by the Assessments at the guaranteed level receivable from other Owners.

ARTICLE XI. EASEMENTS.

Section 11.1. Easement Rights of Declarant. Declarant reserves unto itself, or its designee, the unequivocal right to grant and/or create easements over, upon, across, under and/or through the Property, or any part thereof, at any time, for any purpose, without the joinder or consent of the Association or any Owners whomsoever, provided, that said easements so granted or created shall not materially and permanently interfere with the uses for which the Parcels or Common Areas, or any portion thereof are intended. If requested, the Association and Owners shall join in the granting or creating of said easement. It is understood that, among other things, such easements may be used at Declarant's, or its designee's, option for construction and repair purposes, for the purpose of completing any and/or all Improvements related to Whispering Oaks for operating and maintaining facilities reasonably necessary to market Whispering Oaks and for installing and maintaining electric, water, sewer, security, drainage, irrigation, telephone, radio, cable television, satellite master antenna television and cable distribution systems, all serving property within or outside of Whispering Oaks, and the Owners and the Association acknowledge and accept the fact that traffic and general usage of the Property may be temporarily interrupted, and will take no action to impair Declarant's rights

hereunder.

Section 11.2. Easement Rights of Association. The Association shall have the power, through its Board of Directors, to grant to any Person easements over, upon, under, across and/or through the Common Areas, in its own name and without the joinder or approval of any Owner, provided that said easements so created shall not materially and permanently interfere with the uses for which the Common Areas or any portion thereof is intended.

Section 11.3. Easement Rights of Institutional Mortgagee. An easement is hereby granted to each Institutional Mortgagee for the purpose of access of the Property subject to its mortgage.

Section 11.4. Persons Bound; Beneficiaries. The easements set forth in this Article shall run with the land and shall be binding upon every Owner and every claimant of the Property or any portion thereof or of any interest therein, and their respective heirs, executors, administrators, Personal Representatives, successors and/or assigns and all Persons claiming by, through or under such Persons. Should the intended creation of any easement fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement, and the Owners designate the Declarant and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easements.

ARTICLE XII. STATUS AND WAIVER.

Section 12.1. Covenants. The terms contained in this Declaration shall be construed as covenants running with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association (which shall be deemed the agent for all of its members for such purposes), and by any Owner or Owners, by actions at law or by suits in equity.

Section 12.2. Waiver. The failure of any Person to enforce any covenant or obligation herein contained shall in no event be deemed a waiver by that or any other Person of its rights to thereafter enforce the same, nor shall any liability attach to any Person (including the Declarant) for failure to enforce such covenants or obligations.

ARTICLES XIII. REMEDIES.

Section 13.1. Violation by Owner. In the event an Owner violates or threatens to violate any provision of this Declaration, the Association and/or Declarant shall have the right to:

(A) Seek any available relief in law and/or equity, including but not limited to, damages and injunctive relief; and/or

(B) After five (5) days prior notice to the Owner (except in an emergency, when no notice is required) enter (or designate the proper Person or Persons to enter) upon the Owner's Parcel and summarily abate and/or remove any such violation without being liable for any manner of trespass; and/or

(C) After five (5) days prior notice to the Owner (except in an emergency, when no notice is required) enter (or designate the proper Person or Persons to enter) upon the Owner's Parcel and perform whatever maintenance and repair work is necessary to preserve the beauty, quality and value of Whispering Oaks without being liable for any manner of trespass; and/or

(D) Charge to the Owner for all costs and expenses (including but not limited to, reasonable attorney's fees) incurred by the Association and/or Declarant in seeking and/or carrying out any of the remedies provided herein, which charge shall constitute a lien against the Owner's Parcel in the same manner as a lien for Assessments under this Declaration.

Section 13.2. Violation by the Association. In the event that the Association fails to meet the maintenance standards established hereunder, or makes or approves any unauthorized Improvements, Declarant, after five (5) days prior notice to the Association, shall; have the right to:

(A) Enter upon the Property as agent for the Association (which agency is coupled with an interest) and remedy the problem; and/or

(B) Enforce the Association's obligations through any legal and/or equitable action; and/or

(C) Seek any other remedy available in law and/or equity; and/or

(D) Be reimbursed for all costs and expenses (including but not limited to, reasonable attorney's fees) incurred by declarant in seeking and/or carrying out any of the remedies provided for herein.

Section 13.3. Attorney's Fees. In the event that attorney's fees are incurred in any level of litigation arising hereunder (including but not limited to, trial and appellate proceedings), the prevailing party shall be entitled to reimbursement from the other party or parties for the costs and reasonable attorney's fees incurred by the prevailing party.

ARTICLE XIV. DURATION.

This Declaration shall, unless amended as hereinafter provided, continue in full force and effect against the Property, the Parcels, and the Owners thereof until January 1, 2017, and shall, as then in force, be continued automatically, and without further notice from such date for periods of ten (10) years each,

without limitation, unless, at least six (6) months prior to January 1, 2017, or at least six (6) months prior to the explanation of any successive ten (10) year period, a vacation of this Declaration shall have been recorded in the public records of Palm Beach County, Florida (or other proper public recording office). Said vacation of this Declaration must be executed and acknowledged by the President (or Vice President) and Secretary (or Assistant Secretary) of the Association, and must be approved by the affirmative vote of (1) not less than two-thirds (2/3) of the Board of Directors and by not less than sixty (60%) percent of the Voting Representatives within Whispering Oaks; or (2) not less than eighty (80%) percent of the Voting Representatives within Whispering Oaks. In the event that this Declaration is terminated under this provision, or any other provision of this Article contained herein, a like Declaration shall be executed and recorded in the public records of Palm Beach County, if necessary, to ensure a continuation of the operational and maintenance services performed by the Association hereunder. Declarant shall have no objections or liabilities with respect to the termination of this Declaration.

ARTICLE XV. CONVEYANCE FOR PUBLIC USE.

Anything to the contrary herein notwithstanding, the Declarant has the right to dedicate or convey any portion of the Common Areas for public use. Nothing herein shall require any governmental body to accept such dedication or conveyance. The portion of the Property so dedicated or conveyed hereunder may be maintained by the appropriate governmental body or by the Association as determined by Declarant and governmental body. If the dedicated or conveyed property is to be maintained by a governmental body, the governmental body shall have a right of access to the dedicated property for all purposes associated with such dedication or conveyance for public use. If the dedicated or conveyed property is to be maintained by the Association, such costs and expenses incurred in the maintenance thereof shall be Common Expenses.

ARTICLE XVI. INSURANCE.

Section 16.1. Liability Insurance. The Board of Directors shall obtain public liability and property damage insurance covering all of the Common Areas and insuring the Association, the Board of Directors, and the Owners as their interest appear, in the such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be at least $1,000,000.00. Said insurance shall include but not be limited to legal liability, hired automobile, non-owned automobile and off-premises employee coverages. All liability insurance shall contain, if available at a reasonable cost, cross-liability endorsements to cover liability of the Owners as a group to an Owner. Premiums for the payment doe such insurance shall be paid by the Association and charged as a Common Expense.

Section 16.2. Casualty Insurance. The Association shall obtain fire and extended coverage insurance, flood insurance, if available, vandalism, malicious

mischief and all risk coverage insurance insuring all the insurable Improvements within the Common Areas and all personal property owned by the Association, in and for the interests of the Association, all Owners and their mortgagees, as their interest may appear, from a company meeting the standards set by the Board of Directors, and in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors; the premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and charged as a Common Expense. The company or companies with whom the Association shall place its insurance coverage as provided in this Declaration must be good and responsible com-panies authorized to do business in the State of Florida.

Section 16.3. Workmen's Compensation Policy. The Association shall obtain a workmen's compensation policy in an amount sufficient to meet the requirements of law; the cost thereof shall be a Common Expense hereunder.

Section 16.4. Other Insurance. The Association shall obtain such other insurance as the Board of Directors may determine from time to time to be desirable and the costs thereof shall be Common Expenses hereunder.

Section 16.5. Individual Liability Insurance Policy. Each Owner shall be responsible for purchasing at his/her own expense liability insurance to cover accidents occurring within his/her Parcel, insurance upon his/her personal property and other personal insurance. Such insurance, where applicable, shall contain the same waiver of subrogation, if available at a reasonable cost, as referred to in Section 16.6 herein.

Section 16.6. Waiver of Subrogation. If available at a reasonable cost, and where applicable, the Board of Directors shall endeavor to obtain policies which provide that the insurer waives its rights of subrogation as to any claims against Owners, the Association, and their respective servants, invitees, agents and guests.

Section 16.7. Insurance Companies. Insurance companies authorized to do business in the State of Florida shall affirmatively be presumed to be good and responsible companies, and the Board of Directors shall not be responsible for the quality or financial responsibility of the insurance companies provided same are licensed to do business in the State of Florida.

ARTICLE XVII. AMENDMENT.

Section 17.1. General Procedure.

(A) Except as otherwise specifically provided in this Declaration, any of the terms in this Declaration may be amended or deleted, and/or new terms and provisions may be created by an amendment to this Declaration approved by an affirmative vote of sixty-five (65%) percent of all Voting Representatives in Whispering Oaks. The amendment shall be evidenced by a Certificate of

Amendment executed with the formalities of a deed. The Certificate of Amendment need only be executed by the President or Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association unless otherwise provided in this Declaration and shall include the recording data identifying this Declaration and a certification executed by such Officer and attested by such Secretary attached thereto certifying that the amendment was made in accordance with the terms of this Declaration.

(B) Any amendment which affects the surface water management system or the water management portions of the common areas must have the prior approval of the South Florida Water Management District in order to be valid.

Section 17.2. Proviso.

(A) Anything to the contrary herein notwithstanding, this Declaration may be amended by Declarant at any time without the joinder, ratification or approval of the Association, any Owner, or any lienholder, where specifically provided in this Declaration, and, in addition, for the purpose of (1) submitting and subjecting additional lands to the terms of this Declaration as set forth in Article 18 below; and/or (2) changing the name of the community. Such Amendment, which shall be recorded in the public records of the County, need be executed and acknowledged only by the Declarant with the formalities of the execution of a deed, and shall include reference to the recording information identifying this Declaration, and no Certificate of the Association shall be required.

(B) Anything to the contrary herein notwithstanding, until the Declarant specifically elects in writing to terminate this right, all amendments to this Declaration must be consented to by Declarant, and in the absence of such consent the Amendment shall be null and void.

ARTICLE XVIII. ADDITIONAL LANDS.

Declarant shall have the right to submit and subject additional land or lands and all Improvements thereto and thereon ("Additional Land") to all or some of the terms of this Declaration by recording in the public records of the County an instrument which shall (1) be executed by the Declarant and all record Owners of the Additional Land with the formalities of a deed; (2) specify which terms of the Declaration are to apply to such Additional Land; (3) make reference to this Declaration; and (4) contain a legal description of the Additional Land. Declarant shall have the right to submit and subject Additional Land to the terms of the Declaration as often as it chooses to do so, in its sole and absolute discretion, and without the joinder, ratification or approval of the Association, any Owner or any lienholder. Upon the submission and subjection of Additional Land to the terms of this Declaration, such land shall be deemed to be a part of the Property and the Owners of the Additional Land shall be entitled to enforce

the terms of this Declaration, and shall likewise be subject to the terms hereof, as though all of the Additional Land was submitted and subjected to the terms of this Declaration when this Declaration was originally recorded.

ARTICLE XIX. NOTICE.

Any notice or other communication to an Owner (other than Declarant) shall be deemed properly given only when mailed in the United States mail to the address of the Owner as set forth in the Association's files. It is the Owner's responsibility to make sure that Owner's current address is included within the Association's files. Unless otherwise specifically provided by Owner in writing, the Owner's address shall be deemed to be the address of his/her Parcel. The fact that said Owner does not occupy the Parcel shall not invalidate the notice. Any notice or other communication to Declarant shall be deemed properly given only when mailed in the United States mail, return receipt requested, to the Declarant at 25 Benoist Farms Road, West Palm Beach, Florida 33411, unless an amended address is provided by Declarant by proper notice to the Owners.

ARTICLE XX. RIGHT TO MODIFY OR CANCEL.

Anything to the contrary herein notwithstanding, Declarant specifically reserves the absolute unconditional right to change, revoke, add to, rescind or cancel any and/or all of the provisions contained in the Declaration when required to do so by any governmental authority or Institutional Mortgagee.

ARTICLE XXI. ASSIGNMENT.

Any and/or all of the rights, powers, obligations, easements and estates reserved by or given to Declarant may be assigned by Declarant. After any such assignment by Declarant, Declarant shall be relieved and released of all obligations pertaining to the matters so assigned.

ARTICLE XXII. SEVERABILITY.

The determination of any court that any provision of this Declaration is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions hereof unless the intent of and behind this Declaration would be significantly impaired by said determination.

ARTICLE XXIII. APPLICABLE LAW/VENUE.

This Declaration shall be interpreted according to the laws of the State of Florida, and the proper venue of any actions arising hereunder shall be Palm Beach County, Florida.

ARTICLE XXIV. CAPTIONS.

The captions used in this Declaration and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or

used in construing the effect or meaning of any of the text of this declaration or Exhibits hereto annexed.

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ARTICLE XXV. SINGULAR/PLURAL – MASCULINE/FEMININE.

Words used herein in the singular shall include the plural, and words in the masculine shall include words in the feminine or neuter gender; unless the text thereof expressly requires the contrary.

ARTICLE XXVI. VETO POWER.

Until such right is specifically waived in writing by Declarant, Declarant hereby expressly reserves the right to veto any or all of the following events and upon such veto, such vetoed events shall be null and void:

(A) All Association budgets, annual or otherwise, which constitute an increase or reduction of at least fifteen (15%) percent over the prior year's budget;

(B) Approval or disapproval by the Architectural Review Committee of any Improvement within Whispering Oaks;

(C) Attempted resubdivision of Whispering Oaks or any part thereof;

(D) Attempted amendment of this Declaration, the Articles of Incorporation or the ByLaws;

(E) Any management contracts entered into by Association;

(F) Any assessment for capital Improvements which are imposed by the Association on the property owned by Declarant;

(G) Any settlement or any claim made by the Association to collect upon any policy of casualty insurance which insures the Common Areas;

(H) Any attempted cancellation or reduction of insurance coverage insuring all or any part of the property;

(I) Any attempted dissolution of the Association; and

(J) Any attempted conveyance or dedication of any portion of the Common Areas.

ARTICLE XXVII. DISSOLUTION OF ASSOCIATION.

Dissolution of the Association shall be in accordance with Chapter 617, Florida Statutes, and shall also require the prior approval of the County. In the event the Association is dissolved, the Common Areas shall be conveyed or dedicated to (1) a non-profit corporation that is organized for purposes similar to those of the Association or (2) a public agency. The entity to which said areas are conveyed or dedicated shall then assume all of the rights and obligations of the

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Association hereunder (including, but not limited to, all maintenance obligations and lien rights hereunder). In the event that no such conveyance or dedication is made as is provided for in (1) or (2) above, the Association shall, nevertheless, continue to exist as an unincorporated membership organization with the same rights and obligations of the Association, and the Owners and Parcels shall continue to be subject to its lien rights in the same manner as is set forth herein.

ARTICLE XXVIII. RESTRICTIONS PREVAIL OVER LESS STRINGENT GOVERNMENT STANDARDS.

Where the covenants and restrictions set forth in this Declaration impose minimum standards more stringent than government standards and regulations, the covenants and restrictions in this Declaration shall prevail.

ARTICLE XXIX. LIENS.

Each Owner, by becoming such, agrees that he/she shall be personally responsible for the payment of all obligations that may become liens against his/her Parcel pursuant to this Declaration.

ARTICLE XXX. EFFECTIVE DATE OF THIS DECLARATION.

This Declaration shall become effective upon its recordation in the public records of the County.

~~IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its proper officer this 25th day of January, 1988.~~

~~WITNESSETH:~~ ~~CONE INVESTORS, INC.~~

~~By:~~
~~Its President~~

~~(Corporate Seal)~~

~~STATE OF FLORIDA~~
~~COUNTY OF PALM BEACH~~

~~The foregoing instrument was acknowledged before me this 25th day of January, 1988, by Al. J. Cone, as President of CONE INVESTORS, INC., a Florida corporation.~~

~~Notary Public, State of Florida at Large~~
~~My Commission Expires:~~

~~JOINDER AND ACCEPTANCE~~

~~FOR GOOD AND VALUABLE CONSIDERATION receipt of which is hereby acknowledged, WHISPERING OAKS PROPETY OWNERS' ASSOCIATION, INC., a~~

Florida non-profit corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC., has caused these presents to be signed in its name by its President, and its Corporate Seal affixed and attested by its Secretary this 25th day of January, 1988.

WITNESSETH:

WHIPSERING OAKS PROPERTY OWNERS' ASSOCIATION, INC.

By: _____
Its President

ATTEST: _____
Its Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of January, 1988, by Al. J. Cone, as President and Robert C. Sorgini, as Secretary, respectively, of WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC., a Florida non-profit corporation.

_____
Notary Public, State of Florida at Large

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IN WITNESS WHEREOF, we have affixed our hands this 19th day of May, 202_, at PALM BEACH COUNTY, FLORIDA.

WITNESS 1:

(Sign)

(Print) Kayla Pragid

WITNESS 2:

(Sign)

(Print) Christopher Pragid

WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC.

By: _____, President

Print: CHRIS MILITELLO

Attest: _____, Secretary

Print: Christopher S. Gysekewicz

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of May, 2021, by _____, as President and by _____, as Secretary of Whispering Oaks Property Owners' Association, Inc., a Florida non-profit corporation, on behalf of the corporation, who is ☒ personally known to me or ☐ has produced _____ as identification and did take an oath.

Notary Public State of Florida
Christopher Pragid
My Commission GG 250374
Expires 12/18/2022

By: _____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

Christopher Pragid
Printed Name of Notary Public

My Commission Expires:

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EXHIBIT "A"
TO THE
PROPOSED REVITALIZED AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR WHISPERING OAKS

EXHIBIT A

Plat of WHISPERING OAKS, recorded in Plat Book 58, Pages 184 through 186, inclusive, Palm Beach County, Florida, Public Records.

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CFN#20210235968
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WHISPERING OAKS

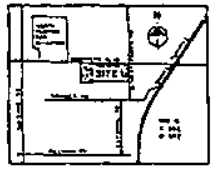
(A P.R.D.)

SITUATE IN SECTION 5, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.
BEING A REPLAT OF A PORTION OF BLOCK 7, TRACTS 38, 47 & 48 OF PALM BEACH FARMS COMPANY
PLAT NO. 3 AS IN PLAT BOOK 2, PAGES 45 THRU 54.

JUNE 1987

SHEET 1 OF 3





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WHISPERING OAKS

[A P.R.D.]

SITUATE IN SECTION 5, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.
BEING A REPLAT OF A PORTION OF BLOCK 7, TRACTS 38,47 & 48 OF PALM BEACH FARMS COMPANY
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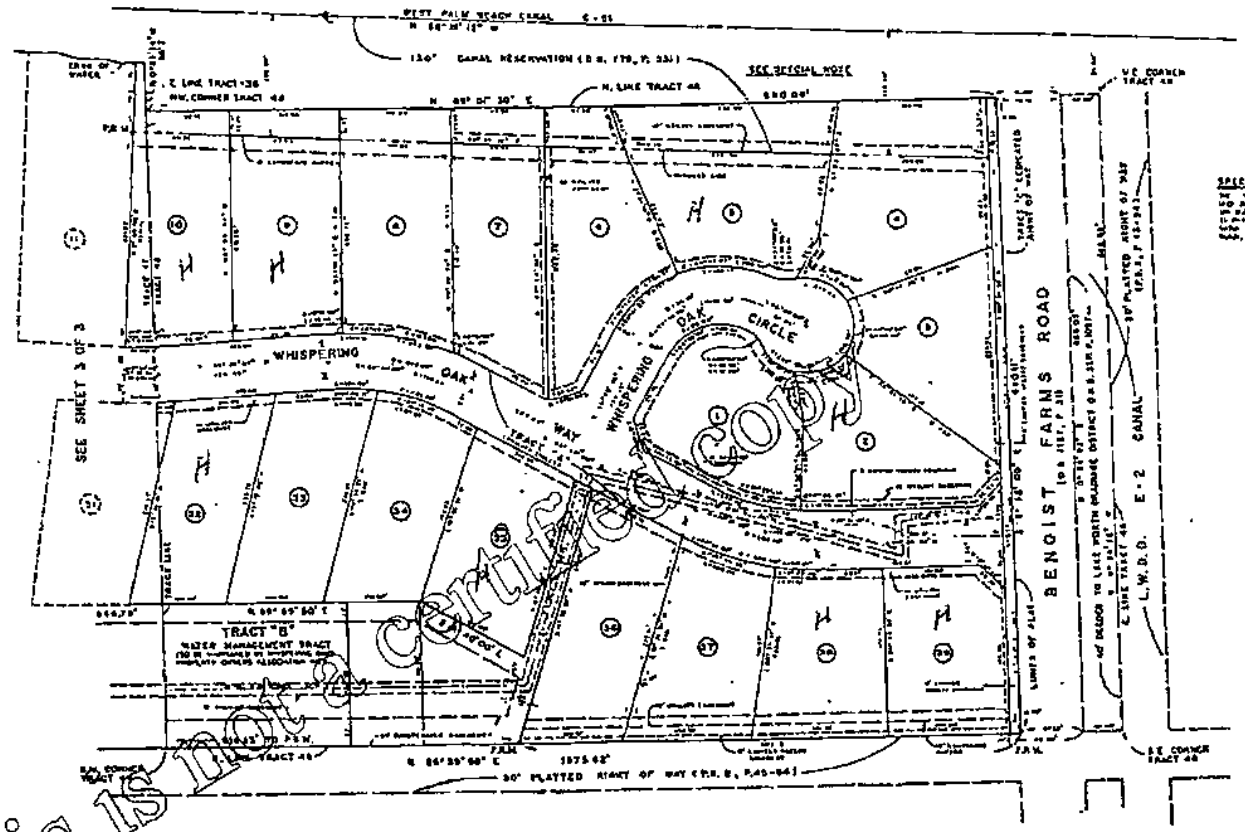
JUNE 1987

SHEET 2 OF 3



SPECIAL NOTE

KEY MAP

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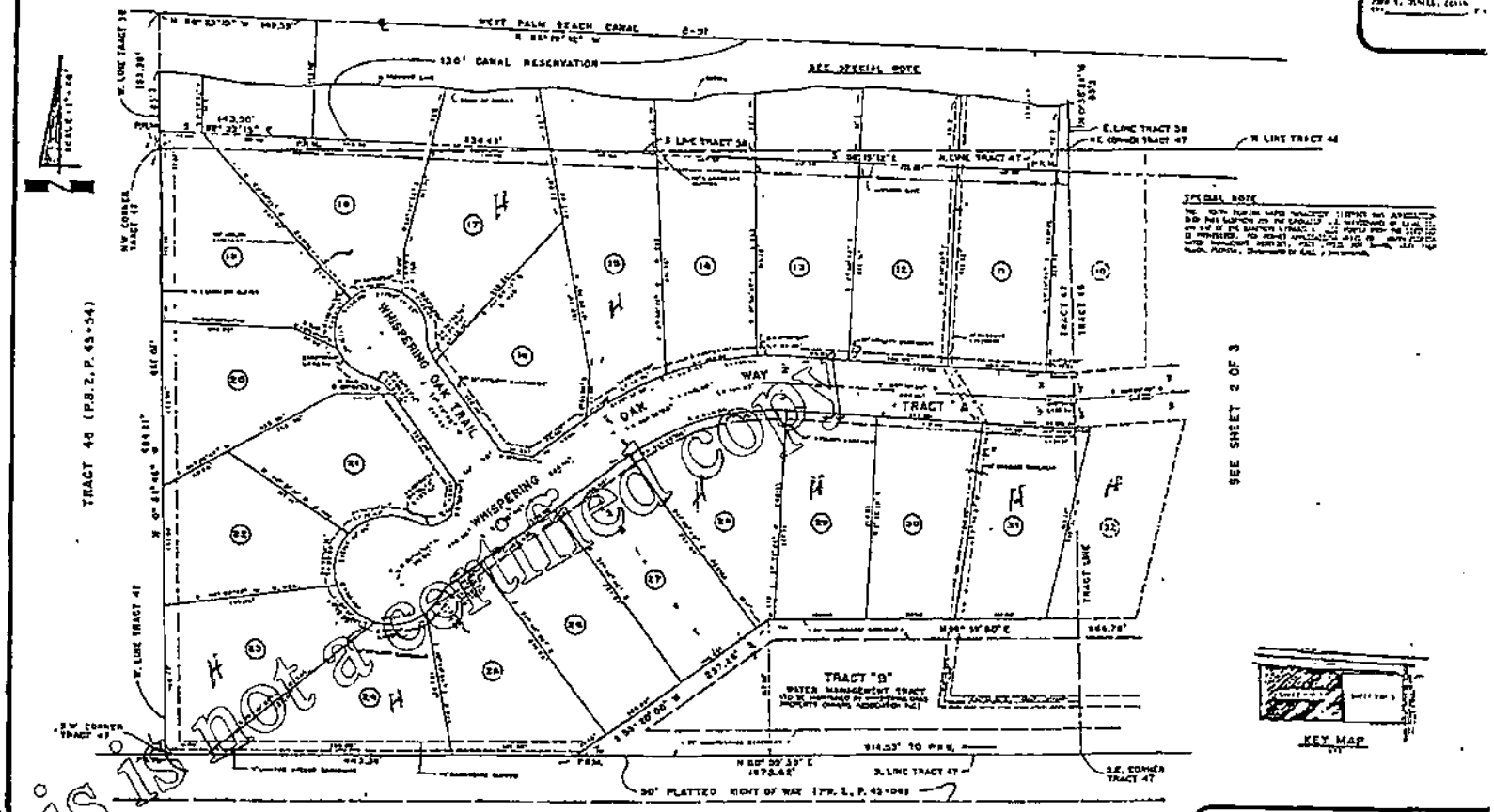
WHISPERING OAKS

(A P.R.D.)

SITUATE IN SECTION 5, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.
BEING A REPLAT OF A PORTION OF BLOCK 7, TRACTS 38, 47 & 48 OF PALM BEACH FARMS COMPANY
PLAT NO. 3 AS IN PLAT BOOK 2, PAGES 45 THRU 54.

JUNE 1987

SHEET 3 OF 3



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WHISPERING OAKS REPLAT No. 1

BEING A REPLAT OF LOTS 36,37 AND 38 OF THE PLAT OF WHISPERING OAKS (P.B.D.) AS RECORDED IN PLAT BOOK 28, PAGES 184 THROUGH 186 INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 8, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. AUGUST 1997

DEDICATION

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, JEFFREY C. SOBERA, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY AND FIND IT VESTED TO J. ERIK STETSON, II AND LINDA H. STETSON AND WALLACE C. SEASE AND GLORIA C. SEASE ; THAT THE ELIGIBLE TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES OF RECORD AND THAT THERE ARE NO OTHER ENCUMBRANCES OF RECORD.

DATED 9-2-97

JEFFREY C. SOBERA
ATTORNEY AT LAW
LICENSED IN FLORIDA

COUNTY APPROVALS

COUNTY ENGINEER

THIS PLAT IS HEREBY APPROVED FOR RECORD PURSUANT TO PALM BEACH COUNTY ORDINANCE 95-33, AND IN ACCORDANCE WITH SEC. 177.071(2), F.S. THIS 23 DAY OF Sept, 19 97.

COUNTY ENGINEER

NOTES

1. ALL BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S00°29'00"W ALONG THE CENTER LINE OF WHISPERING OAK WAY, AS SHOWN IN THE PLAT OF WHISPERING OAKS, PALM BEACH COUNTY, FLORIDA, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. ⊙ = DENOTES SET PERMANENT REFERENCE MONUMENT (P.R.M.) (CM) UNLESS OTHERWISE NOTED
3. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
4. NO BUILDING OR ANY TYPE OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT HOLDER(S) AND ALL APPLICABLE COUNTY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
5. BUILDING SETBACK LINES SHALL BE AS INDICATED ON THE APPROVED SITE PLAN.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.S") HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF PALM BEACH COUNTY, FLORIDA.

PAUL V. PETKOVSKY, P.L.S.
LICENSE NO. 5297
STATE OF FLORIDA

TABULATION

36 A	0.749	ACRES
36 B	0.344	ACRES
TOTAL AREA	1.093	ACRES
DWELLING UNITS	3	SINGLE FAMILY
DENSITY	1.5	UNITS/ACRE

SCALE 1" = 50'

TRACT "B"
WATER MANAGEMENT TRACT
O.R.B. 7031 PG. 1041-1043

LOCATION MAP
N.T.S.

GRAPHIC SCALE
1 INCH = 50 FEET

VICINITY MAP

LEGEND

P.B.	=	PLAT BOOK
PG.	=	PAGE
P.R.M.	=	PERMANENT REFERENCE MONUMENT
O.R.B.	=	OFFICIAL RECORD BOOK
D.E.	=	DEED BOOK
C.L.	=	CENTERLINE
⊙	=	DENOTES SET P.R.M. (CM) UNLESS OTHERWISE NOTED
⊙	=	DENOTES FOUND P.R.M. AS NOTED
SECT.	=	SECTION
TWP.	=	TOWNSHIP
RGE.	=	RANGE
P.C.P.	=	PERMANENT CONTROL POINT
P.U.D.	=	PLANNED UNIT DEVELOPMENT

Bailey-Fotopoulos, Inc.
land surveyors - planners

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EXHIBIT "B"
TO THE
PROPOSED REVITALIZED AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR WHISPERING OAKS

ORB 5554 Ps 1638

EXHIBIT B

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State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on December 22, 1986

The document number of this corporation is N18395.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 22nd day of December, 1986.

George Firestone
Secretary of State

CR2E022 (10-85)

CR2E040 (4-84)

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ARTICLES OF INCORPORATION

OF

WHISPERING OAKS PROPERTY OWNERS'

ASSOCIATION, INC.

The undersigned, hereby establishes the following for the purpose of becoming a nonprofit corporation under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I

Name of Corporation

The name of this Corporation (hereinafter the "Corporation") shall be WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE II

Definitions

The definitions and terms defined and used in the Declaration of Protective Covenants of Whispering Oaks (the Declaration to which these Articles of Incorporation are attached as an Exhibit), shall apply to these Articles of Incorporation.

ARTICLE III

Purposes

The purpose of this Corporation is to own, lease, maintain, repair, operate, and/or administer certain property within, or related to the operation of, Whispering Oaks.

ARTICLE IV

Powers and Limitations

A. The Corporation shall have the power:

1. To own, lease, operate, maintain, and administer the Common Areas, and other property within or related to the operation of Whispering Oaks, for the common good of members of the Corporation.

2. To establish reasonable rules and regulations regarding the property within Whispering Oaks.

3. To carry out all the powers and duties vested in the Corporation pursuant to these Articles and the Bylaws of the Corporation, and pursuant to the Declaration.

4. To do all things necessary to carry out the operation of the Corporation as a natural person might or could do and to exercise and enjoy all the powers, rights and privileges granted to or conferred upon corporations of similar character by the provisions of Chapter 617, Florida Statutes, and Chapter 607, Florida Statutes, respectively.

5. To engage professional management agents to manage its affairs, and pay a fee therefore.

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6. To grant easements and leases to any Person (as said term is defined in the Declaration) over, under, through, and/or across the Common Areas, for or without compensation to this Corporation, without any need to obtain the approval or joinder of any member or lienholder thereof.

B. The Corporation is not organized for profit, nor shall it have the power to issue certificates of stock or pay dividends.

C. All funds and title to all interests in property acquired by the Corporation, whether fee simple or leasehold or otherwise, and the proceeds thereof shall be held in trust for members of the Corporation.

D. The Corporation shall not be authorized to make any unreasonable accumulations of cash or assets as determined by the Internal Revenue Code or the rules and regulations pursuant thereto.

ARTICLE V

Corporate Existence

This Corporation shall have perpetual existence unless sooner dissolved by law. The Corporation may be dissolved upon unanimous resolution to that effect being adopted by the members of the Board of Directors and approved by an affirmative vote of at least eighty-five percent (85%) of the voting representatives in Whispering Oaks and, after receipt of an appropriate decree of dissolution, if such decree is necessary at the time of dissolution as set forth in Florida Statutes, Chapter 617, or statute of similar import.

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ARTICLE VI

Qualifications for Members and Manner of Admission and Voting Rights

The qualifications for members and the manner of their admission and voting rights shall be as regulated by the Bylaws of the Corporation.

ARTICLE VII

Directors

1. The business of this Corporation shall be conducted by a Board of Directors, consisting of not less than three (3) nor more than seven (7) Directors. The initial Board of Directors shall consist of three (3) Directors.

2. The election of directors, their removal and the filling of vacancies on the Board of Directors shall be in accordance with the Bylaws of this Corporation.

3. The directors herein named (see Article X) shall serve until their successors are duly elected and qualified, or until they are removed in the manner elsewhere provided, or until they resign, whichever first occurs, and any vacancies in their number occurring before a successor has been duly elected and qualified shall be filled by the remaining members of the Board of Directors. If there are no remaining members of the Board of Directors, the vacancies shall be filled by vote of the members of the Corporation.

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ARTICLE VIII

Officers

The affairs of the Corporation shall be managed by a president, vice president, secretary, treasurer, and such other officers as may be authorized by the Board of Directors. A person may hold more than one office except that the offices of President and Secretary shall not be held simultaneously by the same individual. Said officers shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office until their successors shall be duly elected and qualified, or until they are removed, or until they resign, whichever first occurs. The first officers of the Corporation shall be:

President	Al J. Cone
Vice-President	Douglas W. Cone
Secretary	Robert C. Sorgini
Treasurer	Douglas W. Cone

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ARTICLE IX

Names and Post Office Addresses of Directors

The names and post office addresses of the members of the first Board of Directors who shall hold office pursuant to the terms and provisions of these Articles of Incorporation and Bylaws of the Corporation shall be:

1. Al J. Cone	1601 Belvedere Road West Palm Beach, Florida 33402
2. Douglas W. Cone	25 Benoist Farms Road West Palm Beach, Florida 33411
3. Robert C. Sorgini	300 North Federal Highway Lake Worth, Florida 33460

ARTICLE X

Bylaws

The first bylaws of the Corporation shall be adopted by the Board of Directors named herein and may be altered, amended or rescinded in the manner provided by the Bylaws, which shall be by (1) the members and the Board of Directors and/or (2) the members as provided therein.

ARTICLE XI

Indemnification

The Corporation shall indemnify any Director or Officer made a party or thereatened to be made a party to any threatened, pending or completed action, suit or proceeding as follows. This indemnification shall extend to any action of a judicial, administrative, criminal, or investigative nature (including but not limited to, an action by the Corporation), brought by or against such Director or Officer, based on an act, or acts, alleged to have been committed by such Director or Officer of the Corporation, in his capacity as such or in his capacity as Director, Officer, employee or agent of any other enterprise which he served at the request of the Corporation. In any such action, the Director or Officer shall be indemnified against judgements, losses, liabilities, costs, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit, or proceeding or any appeal therein, pro-

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vided such Director or Officer did not act with gross negligence or willful misconduct. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, in itself, create a presumption that any such Director or Officer acted with gross negligence or willful misconduct.

2. Indemnification as provided in this Article shall continue as to a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors, and administrators of such person. References herein to Directors and Officers shall include not only current Directors and Officers, but former Directors and former Officers as well.

3. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is a Director or Officer of the 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 Corporation would have the power to indemnify him against such liability under the provisions of this Article.

4. The aforementioned rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

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ARTICLE XII

Transactions in Which

Directors or Officers Are Interested

No contract or transaction between the Corporation and one (1) or more of its officers or directors, or between the Corporation and any other corporation, partnership, association, or other organization in which one (1) or more of its directors or officers are directors or officers of this Corporation, or have a financial interest in this Corporation, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at, or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No directors or officers of the Corporation shall incur liability merely by reason of the fact that he is or may be interested in any such contract or transaction.

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ARTICLE XIII

Amendents

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

A. An amendment may be proposed in writing to the Board of Directors by two Directors or by at least twenty percent (20%) of the Voting Representatives in Whispering Oaks. Notice

of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution (hereinafter "the Resolution") approving a proposed amendment may be proposed by either a member of the Board of Directors or by any member.

C. The approval of the Resolution must be by (1) the affirmative vote of at least two-thirds (2/3) of the entire membership of the Board of Directors and by the affirmative vote of at least a majority of the Voting Representatives in Whispering Oaks, or (2) the affirmative vote of at least two-thirds (2/3) of the Voting Representatives in Whispering Oaks.

2. A copy of each amendment to the Articles of Incorporation as approved must be accepted by the Secretary of State of the State of Florida, or such other person required by Florida law, and shall be recorded in the Public Records of Palm Beach County, Florida.

3. Anything to the contrary herein notwithstanding, during the period that Declarant is entitled to vote one hundred percent (100%) of the voting rights of the Corporation, these Articles of Incorporation may be amended by the affirmative vote of at least a majority of the Board of Directors without membership approval.

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ARTICLE XIV

Incorporator

The name and post office address of the Incorporator of these Articles of Incorporation is Cone Investors, Inc., a Florida Corporation, 1601 Belvedere Rd., West Palm Beach, Fl. 33411.

ARTICLE XV

Initial Registered Office and Agent

The street address of the initial registered office of this Corporation is 300 North Federal Highway, Lake Worth, Florida 33460, and the name of the initial registered agent of this Corporation is Robert C. Sorgini.

IN WITNESS OF THE FOREGOING, the undersigned has hereunto set its hand and seal in acknowledgment of the foregoing Articles of Incorporation, this 3rd day of December, 1986, which Articles are to be filed in the Office of the Secretary of State.

Cone Investors, Inc.

By: _____
Its President

(Corporate Seal)

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STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd day of December, 1986, by Al J. Cone, as President of Cone Investors, Inc., a Florida Corporation, on behalf of the Corporation.

Lupini McMurray
Notary Public

My commission expires:

Notary Public State of Florida at Large
My Commission Expires June 28, 1987
Bonded thru Cornelius, Johnson & Clark, Inc.

(Seal)

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CERTIFICATE DESIGNATING PLACE OF BUSINESS
FOR SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to §§48.091 and 617.023, Florida Statutes, the following is submitted in compliance with said Statutes:

THAT, Whispering Oaks PROPERTY OWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit, desiring to organize under the laws of the State of Florida, with its initial principal offices at 300 North Federal Highway, Lake Worth, Florida 33460 has named Robert C. Sorgini, Attorney whose address is 300 North Federal Highway, Lake Worth, Florida 33460 as its duly authorized Registered Agent to accept service of process for the Corporation within the State of Florida.

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ACKNOWLEDGMENT

Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby accept the responsibility to act in this capacity, and agree to comply with the provisions of Florida Statutes relative to keeping open said office and further accept the duties and obligations of Section 607.325, Florida Statutes.

DATED this 17th day of December, 1986.

Robert C Sorgini

ROBERT C. SORGINI, ATTORNEY
REGISTERED AGENT--FLORIDA

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EXHIBIT "C"
TO THE
PROPOSED REVITALIZED AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR WHISPERING OAKS

EXHIBIT C

ORB 5554 Pg 1651

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BYLAWS

OF

WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

Section 1. The name of this corporation is WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter the "Corporation").

Section 2. The principal place of business of the corporation is located in Palm Beach County, Florida, or such other place as the Board of Directors may from time to time determine.

ARTICLE II
INCORPORATION

The Corporation was duly incorporated in the office of the Secretary of State of the State of Florida on the 22 day of December, 1986.

ARTICLE III
DEFINITIONS

The definitions and terms defined and used in the Declaration of Protective Covenants of Whispering Oaks (the Declaration to which these Bylaws are attached as an Exhibit) shall apply to these Bylaws.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. An Owner shall automatically be a member of the Corporation upon the recording in the Public Records of Palm Beach County, of the document evidencing the Owner's fee simple title to a Parcel. In addition, the Declarant shall automatically be a member for so long as Declarant is the record owner of the fee simple title to any portion of the Property.

Section 2. Subject to Section 3 below, voting rights shall be based on the formula of one vote per parcel. If a parcel is owned by two (2) or more Owners, the voting rights applicable to such Parcel shall be determined as if there were only one (1) Owner.

Section 3. Anything to the contrary herein notwithstanding, the Declarant shall retain control of the Corporation and shall be entitled to vote one hundred percent (100%) of the voting rights of the Corporation until January 1, 1990, or until the Declarant has elected in writing to terminate its control of the Corporation, whichever shall occur first, at which time its membership and said right to vote shall be the same as all other Owners.

Section 4. The interest of any member in any part of the funds or assets of the Corporation cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner except as an appurtenance to the Parcel owned by him.

Section 5. The term "Voting Representative" shall mean and refer to (i) the Owner of a Parcel if such Parcel is owned by one individual, (ii) either the husband or the wife if the Parcel is owned by husband and wife as tenants by the entirety, (iii) any individual designated in a Certificate filed with the Secretary of the Corporation designating a voting member for such Parcel, or (iv) a duly designated proxy holder. Anything to the contrary herein notwithstanding, there shall only be one Voting Representative for each Parcel.

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ARTICLE V
MEETINGS OF MEMBERS

Section 1. The annual meeting of the members shall be held at 7:00 p.m., Eastern Standard Time, on the first Thursday in January of each year at the principal office of the Corporation or at such other place in Palm Beach County, Florida as may be set forth in the notice of said meeting. If the date fixed for the annual meeting shall be a legal holiday in the place where the meeting is to be held, said meeting shall be held on the next succeeding business day thereafter. At such meeting the members shall elect directors to serve until the next annual meeting of the members or until their successors shall be duly elected and qualified and may conduct such other business as may be authorized to be transacted by the members.

Section 2. Special meetings of the members shall be held at such place and time as may be set forth in the notice of said meeting and may be called by the President, or in his absence by the Vice President, or by a majority of the Board of Directors, or by a majority of the members of the Corporation. The business conducted at such special meeting shall be limited to that stated in the notice of meeting.

Section 3. Notice of members' meetings stating the place, day, hour and purposes for which the meeting is called, shall be given by the President, Vice President or Secretary. Such notice shall be given to each member not

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less than fourteen (14) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed (by first class mail if mailed less than 30 days before the meeting) or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, addressed to the member at his post office address as it appears on the records of the Corporation, with postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by a written statement signed by such member, waive such notice, and such waiver, when filed in the records of the Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of proper notice to such member.

Section 4. The President, or in his absence the Vice President, shall preside at all annual or special meetings of the membership. In the absence of both persons, the Board of Directors shall select a chairman.

Section 5. A quorum for members' meetings shall consist of one half (1/2) of all Owners. In determining the quorum, no more than one Owner per Parcel shall be counted. In the event that a quorum is not present, the Voting Representatives present at any meeting, though less than a quorum, may adjourn the meeting to a future date. The acts approved by a majority of the Voting Representatives present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration, the Articles of Incorporation, these Bylaws, or Florida law.

The execution by any member of a copy of the minutes shall constitute the presence of such member for the purpose of determining a quorum and for the further purpose of validating all of the actions taken at such meeting, unless otherwise prohibited under Florida law.

Section 6. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with Secretary no later than twenty-four (24) hours prior to the time of the meeting and entered of record in the minutes of said meeting. No proxy shall be valid unless the same specifically sets forth the name of the member voting by proxy, the name of the person authorized to vote the proxy, and the dates the proxy was given, and is executed by all Owners of the subject Parcel. If the proxy is a limited proxy it shall set forth these items that the holder of the proxy may vote and the manner in which the vote is to be cast. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place; a substitution is not authorized if such provision is not made. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and shall be valid only for that meeting and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Each proxy shall be revocable at any time at the pleasure of the Owner(s) executing it; however, in order for such revocation to be effective, written notice thereof shall be given to the Secretary of the Corporation.

Section 7. Annual or special meetings of the members may be held at any time or place without notice with the written consent of all Voting Representatives, and may also be held at any time or place without notice in an emergency situation.

Section 8. The Secretary of the Corporation may require of any member a written statement designating the Voting Representative authorized to cast the vote(s) allocated to any Parcel. Such certificate shall be valid until revoked by a subsequent certificate. Unless said certificate, when so requested by the Secretary, is filed with the Secretary of the Corporation at least twenty-four (24) hours prior to the meeting in which said vote(s) is to be cast, the vote(s) attributable to the subject Parcel shall not be considered for the purpose of determining a quorum or for any other purpose.

Section 9. The order of business at all meetings of the members of the Corporation, where applicable, shall be as follows:

a. Election of chairman of the meeting, if required
b. Call of the roll and certifying of Voting Representatives.
c. Proof of notice of meeting or waiver of notice.
d. Reading or waiver of reading of any unapproved minutes.
e. Reports of officers.
f. Reports of committees.
g. Election of inspectors of election
h. Election of directors.
i. Unfinished business.
j. New business
k. Adjournment.

Section 10. Any statutory right to waive notice of a members' meeting or to take action without a meeting shall be permitted under these Bylaws.

Section 11. PROVISO. Provided, however, that for so long as Declarant is entitled to vote one hundred percent (100%) of the voting rights of the Corporation there shall be no meeting of the members of the Corporation unless a meeting is called by a majority of the Board of Directors of the Corporation, and should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors.

ARTICLE VI
DIRECTORS

Section 1. The business affairs of the Corporation shall be managed by a Board of Directors who shall be elected by the member (s). Said Board of Directors shall consist of at least three (3) and not more than seven (7) persons of legal age. Except as otherwise specifically provided herein, a Board member need not be a member of the Corporation.

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Section 2. The original members of the Board of Directors shall be those persons set forth in the Articles of Incorporation. Directors shall be elected annually by the members at the annual members' meeting, and such directors shall serve until their successors are duly elected and qualified, or until they are removed in the manner elsewhere provided, or until they resign, whichever first occurs. The procedure for electing directors by the member(s) shall be as follows:

a. A nominating committee of members shall be appointed by the Board of Directors not less than sixty (60) days prior to the annual members' meeting. The committee shall nominate one (1) person for each Director then serving or to serve. Other nominations may be made from the floor.

b. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 3. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, the remaining directors shall elect a person to serve as a director for the unexpired portion of the term of the former director.

Section 4. A director may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Voting Representatives in Whispering Oaks, at a special meeting of the members called for that purpose.

Section 5. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the Corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agents or attorneys for services rendered to the Corporation.

Section 6. 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 notice shall be necessary to the newly elected Directors in order to legally constitute such meeting provided that a majority of the whole board shall be present.

Section 7. 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 Board of 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 ten (10) days prior to the day named for such meeting.

The Directors may establish a schedule of regular meetings and no notice shall be required to be given to Directors as to such regular meetings once said

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schedule has been adopted and delivered to all Directors.

Section 8. 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 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 upon the written request of a majority of the Board of Directors.

Section 9. Before, at, or after any meeting of the Board of Directors, said Directors may, in writing, waive notice of said meeting and such waiver shall be deemed equivalent to the giving of proper notice. Attendance by a Director at any meeting of the Board shall be a waiver of any lack of notice thereof. The joinder of a Director in the action of a meeting by signing and concurring in the minutes shall constitute the presence of such Director for the purpose of determining a quorum.

Section 10. At all meetings of the Board of Directors, a majority of the Board of 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, except where approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, or these Bylaws. If at any meeting of the Boaard of Directors there be less than a quorum present, the majority of those present shall be able to adjourn the meeting from time to time. At any such adjourned meeting, any business called may be transacted without further notice. The President of the Corporation, or in his absence the Vice President, or, in the absence of both, any Director designated by the Directors, shall act as Chairman of the Board of Directors, and he shall be entitled to vote as a member of the Board of Directors on all questions arising before the Board of Directors.

Section 11. The order of business at a Directors' meeting, if applicable, shall be:

a. Election of Chairman of the meeting, if required
b. Calling of the roll.
c. Proof of due notice of meeting.
d. Reading and disposal of any unapproved minutes
e. Reports of officers and committees.
f. Election of officers.
g. Unfinished business.
h. New business.
i. Adjournment.

Section 12. All of the powers and duties of the Corporation existing under the Declaration, the Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors or its managing agents, subject only to approval by members of the Corporation when

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such is specifically required. The Board of Directors shall have all the powers vested under common law and under Chapters 617 and 607 (to the extent applicable), Florida Statutes, together with any powers granted to it pursuant to the terms of these Bylaws, the Articles of Incorporation of the Corporation, and the Declaration. Such powers shall include but not be limited to the power:

a. To manage, operate, and administer this Corporation and its interests.

b. To make and collect assessments from members for the purposes of carrying out the Corporation's obligations and duties.

c. To maintain, construct, improve, repair and replace the Corporation's property and interests, or the property for which the Corporation has such responsibility.

d. To hire and dismiss any personnel regarding the maintenance, operation, and administration of the Corporation's property and its interests, or the property for which the Corporation has such responsibility.

e. To make, amend, and publish rules and regulations respecting the use of the property operated, maintained, administered, and/or owned or leased by the Corporation, and establish and impose penalties and sanctions for any infractions thereof.

f. To carry and pay the premium for such insurance as may be required for the protection of the Corporation and the members thereof against any casualty or an liability.

g. To employ a management firm at a compensation established by the Board of Directors and to delegate to such management firm such powers and duties as the Board shall authorize except those as are specifically required to be exercised by the Board of Directors or the membership.

h. To enforce and exercise by legal means the provisions of the Declaration, these Bylaws, the Articles of Incorporation of this Corporation, and the rules and regulations of the Corporation.

i. To pay any taxes or special assessments on any lands owned, operated, or maintained by the Corporation.

j. To grant easements to any person with respect to properties owned by the Corporation, and to lease to any person properties owned by the Corporation.

Section 13. Any statutory right to waive notice of a members' meeting or to take action without a meeting shall be permitted under these Bylaws.

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ARTICLE VII
OFFICERS

Section 1. The principal officers of the Corporation shall be a President who shall be a Director, a Vice President who shall be a Director, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint assistant treasurers and assistant secretaries and such other officers as in their judgment may be necessary. A person may hold more than one such office provided that the same person shall not hold the offices of President and Secretary simultaneously.

Section 2. The officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office until their successors shall be duly elected and qualified, or until they are removed, or until they resign, whichever first occurs.

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

Section 4. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the members 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 a corporation including, but not limited to, the power of appointing committees among the members from time to time as he may deem appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. The Vice President shall perform all the duties of the President in the President's absence an shall assist the President and exercise such other duties as may be required of him from time to time by the Board of Directors.

Section 6. The Secretary shall process all membership applications, issue notices of all Board of Directors' meetings and meetings of the membership and shall attend and keep minutes of the same; he shall have charge of all corporate books, records and papers, except those of the Treasurer; he shall be custodian of the corporate seal; he shall have the authority to attest, with his signature and press of the Corporation seal, all contracts or other documents required to be signed on behalf of the Corporation and shall perform all other such duties as are incident to his office. The duties of the assistant secreatary shall be the same as those of the Secretary in the absence of the Secretary.

Section 7. The Treasurer shall have the responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He shall be responsible for the deposit of all

monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 8. Any vacancy in the office of President, Vice President, Treasurer or Assistant Treasurer, Secretary or Assistant Secretary, or any other office, may be filled by the Board of Directors who may elect a successor to the vacant office at any regular or special meeting, and such successor shall hold office for the balance of the unexpired term.

Section 9. The compensation of all officers and employees of the Corporation shall be fixed by the Directors.

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ARTICLE VIII
FINANCE

Section 1. The funds of the Corporation shall be deposited in such banks or depositories as may be determined by the Board of Directors, from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for monies signed by such officer or officers of the Corporation as may be designated by the Board of Directors.

Section 2. The fiscal year of the Corporation shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year at such time as the Board of Directors deem advisable.

Section 3. A financial report of the accounts of the Corporation shall be made annually and a copy of the report shall be furnished to each member not later than June 1st of the year following the year for which the report is made.

Section 4. The Board of Directors of the Corporation shall maintain an assessment roll in a set of accounting books in which there shall be an account for each Parcel. Each account shall designate the name and address of the member(s), the amount of each assessment against the member(s), the dates and amounts in which the assessments become due, the the amounts paid upon the account, and the balance due upon the assessments. The Board of Directors shall issue, or cause to be issued, upon demand by a member, a certificate representing the status of assessments pertaining to said member. A reasonable charge may be made by the Board of Directors for the issuance of said certificate.

Regular Assessments against the members shall be made for the fiscal year annually in advance on or before the 20th day of the month preceeding the first month of the fiscal year for which the assessments are made, or on a monthly, quarterly, or semiannual basis, whichever is deemed appropriate by the Board of Directors for a particular year. Such assessments shall be due and payable as directed by the Board of Directors. If an annual budget is not made as required, the assessment(s) shall be presumed to be in the same amount(s) as the last prior fiscal year until changed by an amended assessment.

Section 5. The Board of Directors shall adopt an annual budget on or before November 1st each year for the following calendar year, which budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, and shall contain estimates of the cost of operating and maintaining the Corporation.

Written notice of the time and place of the Board of Directors Meeting when the annual budget is to be considered for adoption, together with a copy of the proposed budget, shall be mailed to each member not less than thirty (30) days prior to such meeting. Such Board of Directors Meeting shall be open to the members.

Section 6. The Board of Directors may require that a fidelity bond be obtained for all officers and employees of the Corporation handling or responsible for Corporation funds. The amount of such bond shall be determined by the Board of Directors and the premium on such bond shall be paid by the Corporation as an item of general expense.

Section 7. All assessments paid by members of the Corporation shall be utilized by the Corporation for the purposes enumerated in the Declaration, the Articles of Incorporation and/or these Bylaws .

Section 8. Termination of membership in the Corporation shall not relieve or release any such former member from any liabilities or obligations incurred under or in any way connected with the Corporation during the period of his membership, or impair any rights or remedies which the Corporation may have against such former member arising out of, or in any way connected with, such membership and the covenants and obligations incident thereto.

ARTICLE IX
REGISTERS AND SEAL

Section 1. The Secretary of the Corporation shall maintain a register in the Corporation office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Corporation of any change of address or of any change of ownership. The Corporation, for purposes of notification, shall have the right to rely upon the last given address of each of the members as set forth in said register.

Section 2. The seal of the Corporation shall have inscribed thereon the name of the Corporation, the word "Florida," the year of the Corporation's formation, and the words "corporation not for profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, or otherwise reproduced.

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ARTICLE X
AMENDMENTS

Section 1. These Bylaws may be amended at a duly constituted meeting for that purpose, provided, however, that no amendment shall take effect unless approved by either:

a. An affirmative vote of at least two-thirds (2/3) of the entire membership of the Board of Directors and of at least a majority of the Voting Representatives in Whispering Oaks; or

b. An affirmative vote of at least sixty-five percent (65%) of the Voting Representatives in Whispering Oaks.

Section 2. Notice of the subject matter of any proposed amendments shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 3. Anything to the contrary herein notwithstanding, during the period that the Declarant is entitled to vote one hundred percent (100%) of the voting rights of the Corporation, these Bylaws may be amended by the affirmative vote of a majority of the Board of Directors without any membership approval.

THE FOREGOING WHERE DULY APPROVED AS THE BYLAWS OF WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AT THE FIRST MEETING OF THE BOARD OF DIRECTORS.

WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC.

Attest: _____ By: _____
SECRETARY PRESIDENT

(CORPORATE SEAL)

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STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 7th day of January, 1987, by Al J. Cone, as President of Whispering Oaks Property Owners' Association, Inc., on behalf of the Corporation.

Robert C Sorgini
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 25, 1990
Bonded thru Troy Fain-Insurance Inc.

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RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

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EXHIBIT "D"
TO THE
PROPOSED REVITALIZED AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR WHISPERING OAKS

Exhibit "D" to the Amended and Restated Declaration of Protective Covenants of Whispering Oaks

Legal Description according to the Plat(s) recorded in Plat Book(s) and Page(s) as shown below of the Public Records of Palm Beach County:

1	Robert A. Van Reeth and Laurie J. Van Reeth	30 Whispering Oak Circle	Whisperig Oaks Lot 1,Plat Book 58 at Page 184
2	H. Thomas Wagner, Jr. and Linda Wagner	20 Whispering Oak Circle	Whispering Oaks Lot 2,Plat Book 58 at Page 184
3	Denise Chisholm	10 Whispering Oak Circle	Whispering Oaks Lot 3,Plat Book 58 at Page 184
4	Horacio Rodriguez	11 Whispering Oak Circle	Whispering Oaks Lot 4,Plat Book 58 at Page 184
5	Todd Palmatier & Denise Palmatier	21 Whispering Oak Circle	Whispering Oaks Lot 5, Plat Book 58 at Page 184
6	Dory W. Saad & Elena J. Saad	31 Whispering Oak Circle	Whispering Oaks Lot 6, Plat Book 58 at Page 184
7	Kelly J. Smith	8371 Whispering Oak Way	Whispering Oaks Lot 7, Plat Book 58 at Page 184
8	W A W New Home, Incs	8391 Whispering Oak Way	Whispering Oaks Lot 8, Plat Book 58 at Page 184
9	Nicklaus J. Curley and Ashley Curley	8411 Whispering Oak Way	Whispering Oaks Lot 9, Plat Book 58 at Page 184
10	James W. Clarke and Brenda M. Chesley-Clarke	8431 Whispering Oak Way	Whispering Oaks Lot 10, Plat Book 58 at Page 184
11	Francisco Garcia and Maria A. Garcia	8451 Whispering Oak Way	Whispering Oaks Lot 11, Plat Book 58 at Page 184
12	Michael D. Toth and Linawati B. Toth	8471 Whispering Oak Way	Whispering Oaks Lot 12, Plat Book 58 at Page 184
13	Jhon M. Rodriguez and Maria E. Velasco	8491 Whispering Oak Way	Whispering Oaks Lot 13, Plat Book 58 at Page 184
14	Chad Kendall and Lisa Kendall	8511 Whispering Oak Way	Whispering Oaks Lot 14, Plat Book 58 at Page 184
15	David R. Lenz and Judith Lenz	8531 Whispering Oak Way	Whispering Oaks Lot 15, Plat Book 58 at Page 184
16	Harold Topsey and Loretta Topsey	90 Whispering Oak Trail	Whispering Oaks Lot 16, Plat Book 58 at Page 184
17	Mohamed Moustafa and Mary Sue Moustafa	70 Whispering Oak Trail	Whispering Oaks Lot 17, Plat Book 58 at Page 184
18	Alfredo Morejon and Susej Morejon	50 Whispering Oak Trail	Whispering Oaks Lot 18, Plat Book 58 at Page 184
19	Marquett Wooten and Devona Wooten	51 Whispering Oak Trail	Whispering Oaks Lot 19, Plat Book 58 at Page 184
20	Christopher G. Pragid and Kayla L. Pragid	71 Whispering Oak Trail	Whispering Oaks Lot 20, Plat Book 58 at Page 184
21	Jim Giacone and Claudia Giacone	8571 Whispering Oak Trail	Whispering Oaks Lot 21, Plat Book 58 at Page 184
22	Armando Gonzalez and Daisy Garces	8581 Whispering Oak Way	Whispering Oaks Lot 22, Plat Book 58 at Page 184
23	Steve Rosenthal and Andrea Bayer	8610 Whispering Oak Way	Whispering Oaks Lot 23, Plat Book 58 at Page 184
24	Christine A. Buendel and William F. Buendell, Co-Trustees	8590 Whispering Oak Way	Whispering Oaks Lot 24, Plat Book 58 at Page 184
25	Peter T. Russo	8570 Whispering OakWay	Whispering Oaks Lot 25, Plat Book 58 at Page 184
26	Louis Montenero and Erica McDaniel Montenero	8550 Whispering Oak Way	Whispering Oaks Replat 1 Lot 26A, Plat Book 80 at Page 192
27	Wallace C. Sease, Trustee	8510 Whispering Oak Way	Whispering Oaks Replat 1 Lot 28A, Plat Book 80 at Page 192
28	Kurt Reickel and Christina Reickel	8490 Whispering Oak Way	Whispering Oaks Lot 29,Plat Book 58 at Page 184
29	Kimberly Burns and Gerald Panariello	8470 Whispering Oak Way	Whispering Oaks Lot 30, Plat Book 58 at Page 184
30	Cathy W. Berks	8450 Whispering Oak Way	Whispering Oaks Lot 31, Plat Book 58 at Page 184
31	Steve Linn and Peggy Rowe-Linn	8430 Whispering Oak Way	Whispering Oaks Lot 32, Plat Book 58 at Page 184
32	Mary J. Charles	8410 Whispering Oak Way	Whispering Oaks Lot 33, Plat Book 58 at Page 184
33	James D. Muir and Jeannine G. Muir	8390 Whispering Oak Way	Whispering Oaks Lot 34, Plat Book 58 at Page 184
34	Doria Paglino	8370 Whispering Oak Way	Whispering Oaks Lot 35, Plat Book 58 at Page 184
35	Marbo LTD, Inc.	8350 Whispering Oak Way	Whispering Oaks Lot 36, Plat Book 58 at Page 184
36	Paul Forberger and Rachel C. Forberger	8330 Whispering Oak Way	Whispering Oaks Lot 37, Plat Book 58 at Page 184
37	Christopher P. Militello and Mary Ellen Scully	8310 Whispering Oak Way	Whispering Oaks Lot 38, Plat Book 58 at Page 184
38	Horace T. Wagner and Wanda G. Wagner	8290 Whispering Oak Way	Whispering Oaks Lot 39, Plat Book 58 at Page 184

EXHIBIT B

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State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on December 22, 1986.

The document number of this corporation is N1B395.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 22nd day of December, 1986.

George Firestone
Secretary of State

CR2E022 (10-85)

CR2E040 (4-84)

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ARTICLES OF INCORPORATION

OF

WHISPERING OAKS PROPERTY OWNERS'

ASSOCIATION, INC.

The undersigned, hereby establishes the following for the purpose of becoming a nonprofit corporation under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I

Name of Corporation

The name of this Corporation (hereinafter the "Corporation") shall be WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE II

Definitions

The definitions and terms defined and used in the Declaration of Protective Covenants of Whispering Oaks (the Declaration to which these Articles of Incorporation are attached as an Exhibit), shall apply to these Articles of Incorporation.

ARTICLE III

Purposes

The purpose of this Corporation is to own, lease, maintain, repair, operate, and/or administer certain property within, or related to the operation of, Whispering Oaks.

ARTICLE IV

Powers and Limitations

A. The Corporation shall have the power:

1. To own, lease, operate, maintain, and administer the Common Areas, and other property within or related to the operation of Whispering Oaks, for the common good of members of the Corporation.

2. To establish reasonable rules and regulations regarding the property within Whispering Oaks.

3. To carry out all the powers and duties vested in the Corporation pursuant to these Articles and the Bylaws of the Corporation, and pursuant to the Declaration.

4. To do all things necessary to carry out the operation of the Corporation as a natural person might or could do and to exercise and enjoy all the powers, rights and privileges granted to or conferred upon corporations of similar character by the provisions of Chapter 617, Florida Statutes, and Chapter 607, Florida Statutes, respectively.

5. To engage professional management agents to manage its affairs, and pay a fee therefore.

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6. To grant easements and leases to any Person (as said term is defined in the Declaration) over, under, through, and/or across the Common Areas, for or without compensation to this Corporation, without any need to obtain the approval or joinder of any member or lienholder thereof.

B. The Corporation is not organized for profit, nor shall it have the power to issue certificates of stock or pay dividends.

C. All funds and title to all interests in property acquired by the Corporation, whether fee simple or leasehold or otherwise, and the proceeds thereof shall be held in trust for members of the Corporation.

D. The Corporation shall not be authorized to make any unreasonable accumulations of cash or assets as determined by the Internal Revenue Code or the rules and regulations pursuant thereto.

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ARTICLE V

Corporate Existence

This Corporation shall have perpetual existence unless sooner dissolved by law. The Corporation may be dissolved upon unanimous resolution to that effect being adopted by the members of the Board of Directors and approved by an affirmative vote of at least eighty-five percent (85%) of the voting representatives in Whispering Oaks and, after receipt of an appropriate decree of dissolution, if such decree is necessary at the time of dissolution as set forth in Florida Statutes, Chapter 617, or statute of similar import.

ARTICLE VI

Qualifications for Members and Manner of Admission and Voting Rights

The qualifications for members and the manner of their admission and voting rights shall be as regulated by the Bylaws of the Corporation.

ARTICLE VII

Directors

1. The business of this Corporation shall be conducted by a Board of Directors, consisting of not less than three (3) nor more than seven (7) Directors. The initial Board of Directors shall consist of three (3) Directors.

2. The election of directors, their removal and the filling of vacancies on the Board of Directors shall be in accordance with the Bylaws of this Corporation.

3. The directors herein named (see Article X) shall serve until their successors are duly elected and qualified, or until they are removed in the manner elsewhere provided, or until they resign, whichever first occurs, and any vacancies in their number occurring before a successor has been duly elected and qualified shall be filled by the remaining members of the Board of Directors. If there are no remaining members of the Board of Directors, the vacancies shall be filled by vote of the members of the Corporation.

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ARTICLE VIII

Officers

The affairs of the Corporation shall be managed by a president, vice president, secretary, treasurer, and such other officers as may be authorized by the Board of Directors. A person may hold more than one office except that the offices of President and Secretary shall not be held simultaneously by the same individual. Said officers shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office until their successors shall be duly elected and qualified, or until they are removed, or until they resign, whichever first occurs. The first officers of the Corporation shall be:

President	Al J. Cone
Vice-President	Douglas W. Cone
Secretary	Robert C. Sorgini
Treasurer	Douglas W. Cone

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ARTICLE IX

Names and Post Office Addresses of Directors

The names and post office addresses of the members of the first Board of Directors who shall hold office pursuant to the terms and provisions of these Articles of Incorporation and Bylaws of the Corporation shall be:

1.	Al J. Cone	1601 Belvedere Road West Palm Beach, Florida 33402
2.	Douglas W. Cone	25 Benoist Farms Road West Palm Beach, Florida 33411
3.	Robert C. Sorgini	300 North Federal Highway Lake Worth, Florida 33460

ARTICLE X

Bylaws

The first bylaws of the Corporation shall be adopted by the Board of Directors named herein and may be altered, amended or rescinded in the manner provided by the Bylaws, which shall be by (1) the members and the Board of Directors and/or (2) the members as provided therein.

ARTICLE XI

Indemnification

1. The Corporation shall indemnify any Director or Officer made a party or thereatened to be made a party to any threatened, pending or completed action, suit or proceeding as follows. This indemnification shall extend to any action of a judicial, administrative, criminal, or investigative nature (including but not limited to, an action by the Corporation), brought by or against such Director or Officer, based on an act, or acts, alleged to have been committed by such Director or Officer of the Corporation, in his capacity as such or in his capacity as Director, Officer, employee or agent of any other enterprise which he served at the request of the Corporation. In any such action, the Director or Officer shall be indemnified against judgements, losses, liabilities, costs, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit, or proceeding or any appeal therein, pro-

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vided such Director or Officer did not act with gross negligence or willful misconduct. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, in itself, create a presumption that any such Director or Officer acted with gross negligence or willful misconduct.

2. Indemnification as provided in this Article shall continue as to a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors, and administrators of such person. References herein to Directors and Officers shall include not only current Directors and Officers, but former Directors and former Officers as well.

3. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is a Director or Officer of the 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 Corporation would have the power to indemnify him against such liability under the provisions of this Article.

4. The aforementioned rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

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ARTICLE XII

Transactions in Which

Directors or Officers Are Interested

No contract or transaction between the Corporation and one (1) or more of its officers or directors, or between the Corporation and any other corporation, partnership, association, or other organization in which one (1) or more of its directors or officers are directors or officers of this Corporation, or have a financial interest in this Corporation, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at, or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No directors or officers of the Corporation shall incur liability merely by reason of the fact that he is or may be interested in any such contract or transaction.

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ARTICLE XIII

Amendents

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

A. An amendment may be proposed in writing to the Board of Directors by two Directors or by at least twenty percent (20%) of the Voting Representatives in Whispering Oaks. Notice

of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution (hereinafter "the Resolution") approving a proposed amendment may be proposed by either a member of the Board of Directors or by any member.

C. The approval of the Resolution must be by (1) the affirmative vote of at least two-thirds (2/3) of the entire membership of the Board of Directors and by the affirmative vote of at least a majority of the Voting Representatives in Whispering Oaks, or (2) the affirmative vote of at least two-thirds (2/3) of the Voting Representatives in Whispering Oaks.

2. A copy of each amendment to the Articles of Incorporation as approved must be accepted by the Secretary of State of the State of Florida, or such other person required by Florida law, and shall be recorded in the Public Records of Palm Beach County, Florida.

3. Anything to the contrary herein notwithstanding, during the period that Declarant is entitled to vote one hundred percent (100%) of the voting rights of the Corporation, these Articles of Incorporation may be amended by the affirmative vote of at least a majority of the Board of Directors without membership approval.

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ARTICLE XIV

Incorporator

The name and post office address of the Incorporator of these Articles of Incorporation is Cone Investors, Inc., a Florida Corporation, 1601 Belvedere Rd., West Palm Beach, Fl. 33411.

ARTICLE XV

Initial Registered Office and Agent

The street address of the initial registered office of this Corporation is 300 North Federal Highway, Lake Worth, Florida 33460, and the name of the initial registered agent of this Corporation is Robert C. Sorgini.

IN WITNESS OF THE FOREGOING, the undersigned has hereunto set its hand and seal in acknowledgment of the foregoing Articles of Incorporation, this 3rd day of December, 1986, which Articles are to be filed in the Office of the Secretary of State.

Cone Investors, Inc.

By: _____
Its President

(Corporate Seal)

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STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd day of December, 1986, by Al J. Cone, as President of Cone Investors, Inc., a Florida Corporation, on behalf of the Corporation.

Lupine McMurray
Notary Public

My commission expires:

Notary Public State of Florida at Large
My Commission Expires June 28, 1987
Bonded thru Cornelius, Johnson & Clark, Inc.

(Seal)

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RE 5554 is 1830

CERTIFICATE DESIGNATING PLACE OF BUSINESS
FOR SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to §§48.091 and 617.023, Florida Statutes, the following is submitted in compliance with said Statutes:

THAT, Whispering Oaks PROPERTY OWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit, desiring to organize under the laws of the State of Florida, with its initial principal offices at 300 North Federal Highway, Lake Worth, Florida 33460 has named Robert C. Sorgini, Attorney whose address is 300 North Federal Highway, Lake Worth, Florida 33460 as its duly authorized Registered Agent to accept service of process for the Corporation within the State of Florida.

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ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept the responsibility to act in this capacity, and agree to comply with the provisions of Florida Statutes relative to keeping open said office and further accept the duties and obligations of Section 607.325, Florida Statutes.

DATED this 17th day of December, 1986.

Robert C Sorgini

ROBERT C. SORGINI, ATTORNEY
REGISTERED AGENT--FLORIDA

EXHIBIT C ORB 5554 Ps 1651

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BYLAWS

OF

WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

Section 1. The name of this corporation is WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter the "Corporation").

Section 2. The principal place of business of the corporation is located in Palm Beach County, Florida, or such other place as the Board of Directors may from time to time determine.

ARTICLE II
INCORPORATION

The Corporation was duly incorporated in the office of the Secretary of State of the State of Florida on the 22 day of December, 1986.

ARTICLE III
DEFINITIONS

The definitions and terms defined and used in the Declaration of Protective Covenants of Whispering Oaks (the Declaration to which these Bylaws are attached as an Exhibit) shall apply to these Bylaws.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. An Owner shall automatically be a member of the Corporation upon the recording in the Public Records of Palm Beach County, of the document evidencing the Owner's fee simple title to a Parcel. In addition, the Declarant shall automatically be a member for so long as Declarant is the record owner of the fee simple title to any portion of the Property.

Section 2. Subject to Section 3 below, voting rights shall be based on the formula of one vote per parcel. If a parcel is owned by two (2) or more Owners, the voting rights applicable to such Parcel shall be determined as if there were only one (1) Owner.

Section 3. Anything to the contrary herein notwithstanding, the Declarant shall retain control of the Corporation and shall be entitled to vote one hundred percent (100%) of the voting rights of the Corporation until January 1, 1990, or until the Declarant has elected in writing to terminate its control of the Corporation, whichever shall occur first, at which time its membership and said right to vote shall be the same as all other Owners.

Section 4. The interest of any member in any part of the funds or assets of the Corporation cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner except as an appurtenance to the Parcel owned by him.

Section 5. The term "Voting Representative" shall mean and refer to (i) the Owner of a Parcel if such Parcel is owned by one individual, (ii) either the husband or the wife if the Parcel is owned by husband and wife as tenants by the entirety, (iii) any individual designated in a Certificate filed with the Secretary of the Corporation designating a voting member for such Parcel, or (iv) a duly designated proxy holder. Anything to the contrary herein notwithstanding, there shall only be one Voting Representative for each Parcel.

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ARTICLE V
MEETINGS OF MEMBERS

Section 1. The annual meeting of the members shall be held at 7:00 p.m., Eastern Standard Time, on the first Thursday in January of each year at the principal office of the Corporation or at such other place in Palm Beach County, Florida as may be set forth in the notice of said meeting. If the date fixed for the annual meeting shall be a legal holiday in the place where the meeting is to be held, said meeting shall be held on the next succeeding business day thereafter. At such meeting the members shall elect directors to serve until the next annual meeting of the members or until their successors shall be duly elected and qualified and may conduct such other business as may be authorized to be transacted by the members.

Section 2. Special meetings of the members shall be held at such place and time as may be set forth in the notice of said meeting and may be called by the President, or in his absence by the Vice President, or by a majority of the Board of Directors, or by a majority of the members of the Corporation. The business conducted at such special meeting shall be limited to that stated in the notice of meeting.

Section 3. Notice of members' meetings stating the place, day, hour and purposes for which the meeting is called, shall be given by the President, Vice President or Secretary. Such notice shall be given to each member not

less than fourteen (14) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed (by first class mail if mailed less than 30 days before the meeting) or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, addressed to the member at his post office address as it appears on the records of the Corporation, with postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by a written statement signed by such member, waive such notice, and such waiver, when filed in the records of the Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of proper notice to such member.

Section 4. The President, or in his absence the Vice President, shall preside at all annual or special meetings of the membership. In the absence of both persons, the Board of Directors shall select a chairman.

Section 5. A quorum for members' meetings shall consist of one half (1/2) of all Owners. In determining the quorum, no more than one Owner per Parcel shall be counted. In the event that a quorum is not present, the Voting Representatives present at any meeting, though less than a quorum, may adjourn the meeting to a future date. The acts approved by a majority of the Voting Representatives present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration, the Articles of Incorporation, these Bylaws, or Florida law.

The execution by any member of a copy of the minutes shall constitute the presence of such member for the purpose of determining a quorum and for the further purpose of validating all of the actions taken at such meeting, unless otherwise prohibited under Florida law.

Section 6. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with Secretary no later than twenty-four (24) hours prior to the time of the meeting and entered of record in the minutes of said meeting. No proxy shall be valid unless the same specifically sets forth the name of the member voting by proxy, the name of the person authorized to vote the proxy and the dates the proxy was given, and is executed by all Owners of the subject Parcel. If the proxy is a limited proxy it shall set forth these items that the holder of the proxy may vote and the manner in which the vote is to be cast. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place; a substitution is not authorized if such provision is not made. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and shall be valid only for that meeting and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Each proxy shall be revocable at any time at the pleasure of the Owner(s) executing it; however, in order for such revocation to be effective, written notice thereof shall be given to the Secretary of the Corporation.

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Section 7. Annual or special meetings of the members may be held at any time or place without notice with the written consent of all Voting Representatives, and may also be held at any time or place without notice in an emergency situation.

Section 8. The Secretary of the Corporation may require of any member a written statement designating the Voting Representative authorized to cast the vote(s) allocated to any Parcel. Such certificate shall be valid until revoked by a subsequent certificate. Unless said certificate, when so requested by the Secretary, is filed with the Secretary of the Corporation at least twenty-four (24) hours prior to the meeting in which said vote(s) is to be cast, the vote(s) attributable to the subject Parcel shall not be considered for the purpose of determining a quorum or for any other purpose.

Section 9. The order of business at all meetings of the members of the Corporation, where applicable, shall be as follows:

a. Election of chairman of the meeting, if required
b. Call of the roll and certifying of Voting Representatives.
c. Proof of notice of meeting or waiver of notice.
d. Reading or waiver of reading of any unapproved minutes.
e. Reports of officers.
f. Reports of committees.
g. Election of inspectors of election
h. Election of directors.
i. Unfinished business.
j. New business
k. Adjournment.

Section 10. Any statutory right to waive notice of a members' meeting or to take action without a meeting shall be permitted under these Bylaws.

Section 11. PROVISO. Provided, however, that for so long as Declarant is entitled to vote one hundred percent (100%) of the voting rights of the Corporation there shall be no meeting of the members of the Corporation unless a meeting is called by a majority of the Board of Directors of the Corporation, and should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors.

ARTICLE VI
DIRECTORS

Section 1. The business affairs of the Corporation shall be managed by a Board of Directors who shall be elected by the member (s). Said Board of Directors shall consist of at least three (3) and not more than seven (7) persons of legal age. Except as otherwise specifically provided herein, a Board member need not be a member of the Corporation.

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Section 2. The original members of the Board of Directors shall be those persons set forth in the Articles of Incorporation. Directors shall be elected annually by the members at the annual members' meeting, and such directors shall serve until their successors are duly elected and qualified, or until they are removed in the manner elsewhere provided, or until they resign, whichever first occurs. The procedure for electing directors by the member(s) shall be as follows:

a. A nominating committee of members shall be appointed by the Board of Directors not less than sixty (60) days prior to the annual members' meeting. The committee shall nominate one (1) person for each Director then serving or to serve. Other nominations may be made from the floor.

b. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 3. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, the remaining directors shall elect a person to serve as a director for the unexpired portion of the term of the former director.

Section 4. A director may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Voting Representatives in Whispering Oaks, at a special meeting of the members called for that purpose.

Section 5. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the Corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agents or attorneys for services rendered to the Corporation.

Section 6. 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 notice shall be necessary to the newly elected Directors in order to legally constitute such meeting provided that a majority of the whole board shall be present.

Section 7. 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 Board of 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 ten (10) days prior to the day named for such meeting.

The Directors may establish a schedule of regular meetings and no notice shall be required to be given to Directors as to such regular meetings once said

schedule has been adopted and delivered to all Directors.

Section 8. 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 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 upon the written request of a majority of the Board of Directors.

Section 9. Before, at, or after any meeting of the Board of Directors, said Directors may, in writing, waive notice of said meeting and such waiver shall be deemed equivalent to the giving of proper notice. Attendance by a Director at any meeting of the Board shall be a waiver of any lack of notice thereof. The joinder of a Director in the action of a meeting by signing and concurring in the minutes shall constitute the presence of such Director for the purpose of determining a quorum.

Section 10. At all meetings of the Board of Directors, a majority of the Board of 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, except where approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, or these Bylaws. If at any meeting of the Boaard of Directors there be less than a quorum present, the majority of those present shall be able to adjourn the meeting from time to time. At any such adjourned meeting, any business called may be transacted without further notice. The President of the Corporation, or in his absence the Vice President, or, in the absence of both, any Director designated by the Directors, shall act as Chairman of the Board of Directors, and he shall be entitled to vote as a member of the Board of Directors on all questions arising before the Board of Directors.

Section 11. The order of business at a Directors' meeting, if applicable, shall be:

a. Election of Chairman of the meeting, if required
b. Calling of the roll.
c. Proof of due notice of meeting.
d. Reading and disposal of any unapproved minutes
e. Reports of officers and committees.
f. Election of officers.
g. Unfinished business.
h. New business.
i. Adjournment.

Section 12. All of the powers and duties of the Corporation existing under the Declaration, the Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors or its managing agents, subject only to approval by members of the Corporation when

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such is specifically required. The Board of Directors shall have all the powers vested under common law and under Chapters 617 and 607 (to the extent applicable), Florida Statutes, together with any powers granted to it pursuant to the terms of these Bylaws, the Articles of Incorporation of the Corporation, and the Declaration. Such powers shall include but not be limited to the power:

a. To manage, operate, and administer this Corporation and its interests.

b. To make and collect assessments from members for the purposes of carrying out the Corporation's obligations and duties.

c. To maintain, construct, improve, repair and replace the Corporation's property and interests, or the property for which the Corporation has such responsibility.

d. To hire and dismiss any personnel regarding the maintenance, operation, and administration of the Corporation's property and its interests, or the property for which the Corporation has such responsibility.

e. To make, amend, and publish rules and regulations respecting the use of the property operated, maintained, administered, and/or owned or leased by the Corporation, and establish and impose penalties and sanctions for any infractions thereof.

f. To carry and pay the premium for such insurance as may be required for the protection of the Corporation and the members thereof against any casualty or an liability.

g. To employ a management firm at a compensation established by the Board of Directors and to delegate to such management firm such powers and duties as the Board shall authorize except those as are specifically required to be exercised by the Board of Directors or the membership.

h. To enforce and exercise by legal means the provisions of the Declaration, these Bylaws, the Articles of Incorporation of this corporation, and the rules and regulations of the Corporation.

i. To pay any taxes or special assessments on any lands owned, operated, or maintained by the Corporation.

j. To grant easements to any person with respect to properties owned by the Corporation, and to lease to any person properties owned by the Corporation.

Section 13. Any statutory right to waive notice of a members' meeting or to take action without a meeting shall be permitted under these Bylaws.

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ARTICLE VII
OFFICERS

Section 1. The principal officers of the Corporation shall be a President who shall be a Director, a Vice President who shall be a Director, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint assistant treasurers and assistant secretaries and such other officers as in their judgment may be necessary. A person may hold more than one such office provided that the same person shall not hold the offices of President and Secretary simultaneously.

Section 2. The officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office until their successors shall be duly elected and qualified, or until they are removed, or until they resign, whichever first occurs.

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

Section 4. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the members 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 a corporation including, but not limited to, the power of appointing committees among the members from time to time as he may deem appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. The Vice President shall perform all the duties of the President in the President's absence an shall assist the President and exercise such other duties as may be required of him from time to time by the Board of Directors.

Section 6. The Secretary shall process all membership applications, issue notices of all Board of Directors' meetings and meetings of the membership and shall attend and keep minutes of the same; he shall have charge of all corporate books, records and papers, except those of the Treasurer; he shall be custodian of the corporate seal; he shall have the authority to attest, with his signature and press of the Corporation seal, all contracts or other documents required to be signed on behalf of the Corporation and shall perform all other such duties as are incident to his office. The duties of the assistant secreatary shall be the same as those of the Secretary in the absence of the Secretary.

Section 7. The Treasurer shall have the responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He shall be responsible for the deposit of all

monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 8. Any vacancy in the office of President, Vice President, Treasurer or Assistant Treasurer, Secretary or Assistant Secretary, or any other office, may be filled by the Board of Directors who may elect a successor to the vacant office at any regular or special meeting, and such successor shall hold office for the balance of the unexpired term.

Section 9. The compensation of all officers and employees of the Corporation shall be fixed by the Directors.

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ARTICLE VIII
FINANCE

Section 1. The funds of the Corporation shall be deposited in such banks or depositories as may be determined by the Board of Directors, from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for monies signed by such officer or officers of the Corporation as may be designated by the Board of Directors.

Section 2. The fiscal year of the Corporation shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year at such time as the Board of Directors deem advisable.

Section 3. A financial report of the accounts of the Corporation shall be made annually and a copy of the report shall be furnished to each member not later than June 1st of the year following the year for which the report is made.

Section 4. The Board of Directors of the Corporation shall maintain an assessment roll in a set of accounting books in which there shall be an account for each Parcel. Each account shall designate the name and address of the member(s), the amount of each assessment against the member(s), the dates and amounts in which the assessments become due, the the amounts paid upon the account, and the balance due upon the assessments. The Board of Directors shall issue, or cause to be issued, upon demand by a member, a certificate representing the status of assessments pertaining to said member. A reasonable charge may be made by the Board of Directors for the issuance of said certificate.

Regular Assessments against the members shall be made for the fiscal year annually in advance on or before the 20th day of the month preceeding the first month of the fiscal year for which the assessments are made, or on a monthly, quarterly, or semiannual basis, whichever is deemed appropriate by the Board of Directors for a particular year. Such assessments shall be due and payable as directed by the Board of Directors. If an annual budget is not made as required, the assessment(s) shall be presumed to be in the same amount(s) as the last prior fiscal year until changed by an amended assessment.

Section 5. The Board of Directors shall adopt an annual budget on or before November 1st each year for the following calendar year, which budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, and shall contain estimates of the cost of operating and maintaining the Corporation.

Written notice of the time and place of the Board of Directors Meeting when the annual budget is to be considered for adoption, together with a copy of the proposed budget, shall be mailed to each member not less than thirty (30) days prior to such meeting. Such Board of Directors Meeting shall be open to the members.

Section 6. The Board of Directors may require that a fidelity bond be obtained for all officers and employees of the Corporation handling or responsible for Corporation funds. The amount of such bond shall be determined by the Board of Directors and the premium on such bond shall be paid by the Corporation as an item of general expense.

Section 7. All assessments paid by members of the Corporation shall be utilized by the Corporation for the purposes enumerated in the Declaration, the Articles of Incorporation and/or these Bylaws .

Section 8. Termination of membership in the Corporation shall not relieve or release any such former member from any liabilities or obligations incurred under or in any way connected with the Corporation during the period of his membership, or impair any rights or remedies which the Corporation may have against such former member arising out of, or in any way connected with, such membership and the covenants and obligations incident thereto.

ARTICLE IX
REGISTERS AND SEAL

Section 1. The Secretary of the Corporation shall maintain a register in the Corporation office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Corporation of any change of address or of any change of ownership. The Corporation, for purposes of notification, shall have the right to rely upon the last given address of each of the members as set forth in said register.

Section 2. The seal of the Corporation shall have inscribed thereon the name of the Corporation, the word "Florida," the year of the Corporation's formation, and the words "corporation not for profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, or otherwise reproduced.

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ARTICLE X
AMENDMENTS

Section 1. These Bylaws may be amended at a duly constituted meeting for that purpose, provided, however, that no amendment shall take effect unless approved by either:

a. An affirmative vote of at least two-thirds (2/3) of the entire membership of the Board of Directors and of at least a majority of the Voting Representatives in Whispering Oaks; or

b. An affirmative vote of at least sixty-five percent (65%) of the Voting Representatives in Whispering Oaks.

Section 2. Notice of the subject matter of any proposed amendments shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 3. Anything to the contrary herein notwithstanding, during the period that the Declarant is entitled to vote one hundred percent (100%) of the voting rights of the Corporation, these Bylaws may be amended by the affirmative vote of a majority of the Board of Directors without any membership approval.

THE FOREGOING WHERE DULY APPROVED AS THE BYLAWS OF WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AT THE FIRST MEETING OF THE BOARD OF DIRECTORS.

WHISPERING OAKS PROPERTY OWNERS' ASSOCIATION, INC.

Attest: _____ SECRETARY

By: _____ PRESIDENT

(CORPORATE SEAL)

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STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 7th day of January, 1987, by Al J. Cone, as President of Whispering Oaks Property Owners' Association, Inc., on behalf of the Corporation.

Robert C Sorgini
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 25, 1990
Bonded Thru Troy Fain - Insurance Inc.

This is a true certified copy

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
EXECUTIVE DIRECTOR

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April 23, 2021

Emily E. Gannon, Esq.
Kaye Bender Rembaum, P.L.
1200 Park Central Blvd South
Pompano Beach, Florida 33064

Re: Whispering Oaks Property Owners Association, Inc.; Approval;
Determination Number: 21057

Dear Ms. Gannon:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Whispering Oaks Property Owners Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/bp/rm

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

NOTICE OF ADMINISTRATIVE RIGHTS

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ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.