

R 69-00

AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

(Prior Amended Declaration being recorded in O.R. Book 1068, Page 1321 of the Public Records of Hernando County, Florida).

THIS DECLARATION, made on the date hereinafter set forth by WHISPERING OAKS ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, not for profit, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, the Association is the Homeowners Association responsible for enforcement and amendment of previously recorded Covenants, Conditions and Restrictions on certain real property in Ridge Manor, County of Hernando, State of Florida, which is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Whispering Oaks Estates Homeowners Association, Inc., its successors and assigns.

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

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

FILES 97-003671
HERNANDO COUNTY, FLORIDA

RCD Jan 29 1997 08:36am
KAREN NICOLAI, CLERK

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

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

Section 6. "Declarant" shall mean and refer to WHISPERING OAKS ESTATES, a general partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid;

(c) the right of the Association to dedicate or transfer all or any part of the Common area to any public agency authority or utility for such purposes.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family and his tenants who reside on the property.

Section 3. The Association shall have the right to do all or any of the things mentioned in Subsection (a), (b) or (c), Section 1 above.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

Section 2. All owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but, in no event, shall more than one vote be cast with respect to any Lot.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Fifty and NO/100 (\$150.00) dollars per year per Lot, excluding lawn maintenance, cable TV, garbage service, water and sewer service.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3)

of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, 30% of the total voting interests of the membership present in person or by proxy shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. Special assessments may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of January of each year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot owner subject thereto. The assessment due dates shall be established by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be

subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
ARCHITECTURAL CONTROL/EXTERIOR MAINTENANCE

Section 1. An Architectural Control Committee shall be established, composed of a Chairman and three (3) or more members from the various geographic segments of Whispering Oaks Estates, such members to be elected at each Annual Meeting for terms of three (3) years respectively as rotating vacancies of representatives occur. In the event of an interim vacancy, a successor shall be selected by the remaining members of the Committee for the unexpired term. The Chairman shall be elected by the membership for a three (3) year term.

Section 2. The Architectural Control Committee shall be responsible for approving or rejecting house designs, size, elevation, color, and/or any other matters generally relating to protection of the overall aesthetic harmony of Whispering Oaks Estates. While this Architectural Control Committee will be autonomous in its responsibilities, appeal of its decisions may be directed to the Board of Directors for final action. Such appeal must be submitted in writing, with copy to the Committee, within fifteen (15) days following the date of the Architectural Control Committee's written decision, specifying exactly what action the applicant desires to be taken by the Board. The Board must decide and respond to applicant within 30 days of applicant's written appeal, or the appeal shall be considered approved. The applicant may then consider its original proposal approved.

Section 3. No building, fence, wall, roof antenna, cable television facility, master television antenna facility, or other structure shall be commenced, erected, installed or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives elected by the membership of the Association. In the event said Board, or the elected committee, fails to approve or disapprove

said design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. No fences (other than those bordering U.S. 301) outdoor walls, or other property barriers are permitted in Whispering Oaks Estates. Hedges between or in front of house are not permitted. Plantings at the rear of houses bordering golf course property must be maintained at a height that does not obscure the golf course view of adjoining residents.

Section 5. Lawns must be kept neat and trimmed. If any homeowner neglects to care for his/her lawn, the Board of Directors will (after due notice) hire a lawn-care service to cut and trim as necessary. The homeowner will be assessed the costs of this service and 12% per annum together with other associated costs and attorney fees until repaid to the Association.

Section 6. In addition to the rights of enforcement contained in Article VII, Section 18, in the event an Owner of any Lot within Whispering Oaks Estates shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, after approved by two-thirds (2/3) vote of the Board of Directors, said Board shall have the right, through its agents and/or employees, to enter upon said Lot and to repair, maintain, and/or restore the Lot and the exterior of the buildings and any other improvements erected thereon. Provided, however, the Board shall first give notice in writing to the Owner sent by certified or registered mail, giving the Owner a reasonable time to correct the deficiency before the Board exercises its rights and remedies as provided for above including remedy by law. In no event shall said curative period be less than seven (7) days. The cost of such exterior maintenance shall be added to and become part of the annual assessment to which said Lot is subject, and in addition thereto the Board can include the cost of enforcement and collection thereof, including the cost of reasonable attorney's fees, court costs, and 12% interest thereon until the lien is paid. A five (5) foot easement has been granted over and across the abutting property owners' Lot as described in the plat of Whispering Oaks Estates for encroachments created by deviations in construction and for maintenance thereof, together with any eaves, overhangs or other encroachments.

Section 7. It shall be the obligation of an Owner to maintain, repair and replace any fence erected, as allowed herein, along its property line; said maintenance, repair and replacement must be performed during daylight hours and a five (5) foot easement for this limited purpose has been granted over and across the abutting property owners' Lot as described in the

BK: 11285 PER: 1-1-48

plat of Whispering Oaks Estates as recorded in the Public Records of Hernando County, Florida.

ARTICLE VI
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is placed on the dividing line between the side lot line or any air space between the side lot line of the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Prevailing party shall be entitled to recovery of any costs including reasonable attorney fees incurred in this proceeding from the party found at fault.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of the Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

OFFICIAL RECORDS #1
BK: 1 124E
PG: 1 31 0

ARTICLE VII
GENERAL PROVISIONS

Section 1. Land Use. No Lot shall be used for any purpose other than residential. No structure of a temporary or permanent nature other than a residence shall be constructed or placed on any Lot. The operation or advertising of any commercial enterprise or activity of any kind including garage sales or contractor signs on property or in residences in Whispering Oaks Estates is expressly prohibited. It being the intent of this restriction to prevent and avoid activities such as advertising which would include the posting of signs, thus creating increased traffic flow and parking problems in Whispering Oaks Estates. Nothing in this restriction shall be construed to prohibit advertising property for sale so long as such sign is not greater in size than five (5) square feet and the sign is removed no later than the day of closing on the sale. A Developer, however, shall have the right to use units for models and/or sales office during the development of Whispering Oaks Estates.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any of these covenants or restrictions by judgment or Court Order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Any amendment must be recorded.

Section 5. Easement for Utilities. There exist various utility connections, including electrical, water, sewer, telephone and cable TV. There is granted the right to maintain, repair, install or replace these utility connections to the various homes and each utility is granted such easement as may be reasonably necessary for these purposes.

Section 6. Easements. There is granted to each interior Lot Owner the right of access along the rear end of all

those Lots lying on both sides of his Lot, up to and including the end units, and thence along the lot lines of side units to the road. The easements shall be ten (10) feet along the rear lot lines and ten (10) feet on each side of lot lines of end units. In those cases where natural features obstruct use of the above described areas, then access is granted along the most practicable route adjacent to the obstructed area.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8. Garbage. Garbage and trash must be kept concealed in sanitary containers and shall not be in front or side yard until placed curbside for pickup.

Section 9. Animals.

a. No animals of any kind shall be raised, bred or kept on any Lot, except that two (2) dogs, or two (2) cats or one (1) dog and one (1) cat or any household pets maintained in cages or aquariums may be kept provided they are not kept, bred, or maintained for any commercial purposes.

b. Anyone walking a dog in common areas (roads and open space) is required to have them on a leash at all times and use a "pooper scooper" to remove any and all droppings. Pets are not allowed to "use" property other than the owners' and must be "curbed" when on common areas.

Section 10. Joint Easements. In the construction of Villas and Carports, certain eaves, roof overhangs, brick veneer, wooden siding or other building materials attached to the structural walls may encroach over into either the air space or the real estate of an adjoining or contiguous Lot; there is hereby created on each Lot so affected an easement for encroachments of overhangs created by said construction. In addition to the easements for encroachments or overhangs there is also granted an easement to maintain and repair the encroachment or overhang so long as it exists. In the further event that any structure comprising a home is totally destroyed and then rebuilt, the owners of the home so affected agree that the encroachments and easements shall be permitted in the matter of the reconstruction and the right of maintenance shall continue to exist.

Section 11. Lighting. All outside lighting on the Lots or the exterior of the home shall be of a subdued character and the use of bright, glaring lights of the outdoor type, except those of the sensor-controlled type used for security purposes, are expressly prohibited. In keeping with the subdued character

of the street lighting, all homeowners shall maintain a sensor-controlled lighted lamppost in their front yard. The owner, when absent, will be responsible for the cost of replacing any non-operating light bulb and/or sensor.

Section 12. Trees. No trees shall be cut off of any Lot unless the cutting of the trees is necessary for the construction of a residence or addition thereto recognizing, however, the right of owners to remove dead, dying, diseased or dangerous trees and to do appropriate pruning or maintenance thereof. The cutting, removing, or destroying of any tree, having a diameter of 3 inches or more (approximately 9.4 inches in circumference) must have the prior approval of the Architectural Control Committee. This approval is obtained by submitting a Tree Approval Request Form to the Architectural Control Committee. It being the intent of this restriction to preserve and protect the wooded nature and characteristics of the property and to prevent the destruction of the trees which contribute to the attractiveness of the subdivision and give it its present wooded characteristics.

Section 13. Antennas. Satellite dishes in excess of one meter (39 inches) in diameter are prohibited. Satellite dishes that are one meter or less in diameter, TV antennas, and antennas used to receive multichannel multipoint distribution signals (MMDS) shall be permitted subject to the approval of the Architectural Control Committee as required by Article V, Section 3.

Section 14. Parking.

- a. Boats, campers, trucks, pickups, trailers, recreational vehicles, and other related type transportation are not allowed to be parked in Whispering Oaks Estates except as follows:
 1. Homeowners, or their guests are permitted to park their campers, motor homes or recreational vehicles at their Lots for the express purpose of loading or discharging incidental to utilization. Such parking shall not exceed thirty six (36) hours during any ten (10) day period.
 2. Pickup trucks may be parked in the open while the owner of the truck is visiting a homeowner for up to 36 hours during any ten (10) day period.
- b. Commercial vehicles are not to be parked in any carport or driveway. This includes

OFFICIAL RECORDS
BM: 1 1 2016 PG: 1 3 1 3

vehicles with signs and trucks that are of an obvious commercial nature. This does not apply to delivery and servicing vehicles parked temporarily for such purposes.

- c. Homeowners will park their passenger vehicles in their garages or driveways, or in carports and in a manner that does not restrict the use of adjacent facilities. No overnight parking is permitted on the streets. Vehicles are not allowed to be parked on lawn areas at any time.
- d. Homeowners are responsible for requiring their guests and/or tenants to observe these provisions.
- e. The SPEED LIMIT for all vehicles on roadways of Whispering Oaks Estates is 15 MILES PER HOUR.
- f. Any member of the Board of Directors may contract for the removal of any vehicle parked in violation of these restrictions.

Section 15. Waivers. On written application, and a showing of need, the Board of Directors can grant temporary waivers for specific requirements in individual circumstances. When appropriate, this authority may be delegated to the Architectural Control Committee.

Section 16. Time. All of the reservations, restrictions and conditions contained herein shall be deemed covenants running with the land described hereinabove and shall be binding upon all successive owners thereof and all persons claiming under them until January 7, 2003, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless voted otherwise by a vote of two-thirds (2/3) of the then owners.

Section 17. Enforcement. Enforcement of the covenants contained herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The failure to enforce any right, reservation, restriction or condition contained in these protective covenants, however long continued prior or subsequent thereto, shall not bar nor affect its enforcement. In the event legal proceedings are instituted to enforce any of the covenants contained herein, the prevailing party shall be entitled to recover reasonable attorney fees.

OFFICIAL RECORDS #4
BOOK 11025 PG. 1322

Section 18. Additional Land Use Restrictions.

Declarant shall have the right, from time to time, to file land use restrictions applicable to all or any part or parts of the property that are not in conflict with the provisions hereof, provided such restrictions are adopted by an instrument signed by not less than ninety percent (90%) of the Lot Owners, which instrument must be recorded.

IN WITNESS WHEREOF, WHISPERING OAKS ESTATES HOMEOWNERS ASSOCIATION, INC., by its President and Secretary, has signed and sealed this Amended Declaration of Covenants, Conditions and Restrictions on the 24th day of JANUARY, 1997.

WHISPERING OAKS ESTATES
HOMEOWNERS ASSOCIATION, INC.

Signed, Sealed and Delivered
in the presence of:

Barbara Sauto
Robert L. Campbell
Barbara Sauto
Robert L. Campbell

Robert L. Stender
ROBERT L. STENDER
President

Anne Byers
ANNE BYERS
Secretary

STATE OF FLORIDA

COUNTY OF HERNANDO

THE FOREGOING INSTRUMENT was acknowledged before me this 24 day of Jan, 1997, by ROBERT L. STENDER, as President of WHISPERING OAKS ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, on behalf of the Corporation, who is personally known to me and who executed the Agreement as President of the Corporation.

OFFICIAL NOTARY SEAL
BARBARA LEE SAUTO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC265759
MY COMMISSION EXP. MAR. 15, 1997

My Commission Expires 3.15.97


Barbara Lee Sauto
Notary Public

STATE OF FLORIDA
COUNTY OF HERNANDO

** OFFICIAL RECORDS **
BK: 1106 PG: 1321

THE FOREGOING INSTRUMENT was acknowledged before me
this 24 day of Jan, 1997, by ANNE BYERS, as
Secretary of WHISPERING OAKS ESTATES HOMEOWNERS ASSOCIATION,
INC., a Florida Corporation, on behalf of the Corporation, who is
personally known to me and who executed the Agreement as
Secretary of the Corporation.

OFFICIAL NOTARY SEAL
BARBARA LEE SAUTO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC256759
MY COMMISSION EXP. MAR. 15, 1997


Notary Public

My Commission Expires: 3-15-97

THIS INSTRUMENT PREPARED BY:

David J. Murphy, Esquire
GREENFELDER, MANDER, HANSON,
MURPHY & DWYER
14217 Third Street
Dade City, Florida 33523

PLEASE RETURN TO:

David J. Murphy, Esquire
GREENFELDER, MANDER, HANSON,
MURPHY & DWYER
14217 Third Street
Dade City, Florida 33523

R



EXHIBIT "A"

OFFICIAL RECORDS
BOOK: 11215 PG: 1322

Whispering Oaks Estates Phase I, according to the plat thereof recorded at Plat Book 18, Pages 29 and 30, Public Records of Hernando County, Florida, and

Whispering Oaks Estates Phase II, according to the plat thereof recorded at Plat Book 18, pages 72 and 73, Public Records of Hernando County, Florida, and

Whispering Oaks Estates Phase III, according to the plat thereof recorded at Plat Book 18, Pages 94 and 95, Public Records of Hernando County, Florida, and

Whispering Oaks Estates Phase IV, according to the plat thereof recorded at Plat Book 19, Pages 22 and 23, Public Records of Hernando County, Florida, and

Whispering Oaks Estates Phase V-A, according to the plat thereof recorded at Plat Book 20, Pages 5 and 6, Public Records of Hernando County, Florida, and

Whispering Oaks Estates Phase VI, according to the plat thereof recorded at Plat Book 20, Pages 49 and 50, replatted in Plat Book 21, Pages 44 and 45, Public Records of Hernando County, Florida, and

Whispering Oaks Estates Phase VI-A, according to the plat thereof recorded at Plat Book 21, Pages 44 and 45, Public Records of Hernando County, Florida, and

Whispering Oaks Estates Phase V-B, according to the plat thereof recorded at Plat Book 21, Pages 46 and 47, Public Records of Hernando County, Florida, and

Future Whispering Oaks Estates, Phase VII, described as follows:

For a point of reference, commence at the Northeast corner of Section 2, Township 23 South, Range 21 East, Hernando County, Florida; thence South $88^{\circ}33'58''$ West along the North boundary of said Section 2, 450.00 feet for a Point of Beginning; continue thence South $88^{\circ}33'58''$ West along said North boundary of Section 2, 1796.96 feet to the Northeast corner of Ridge Manor Country Club Estates Unit No. 2 (Plat Book 6, Page 18); thence South $01^{\circ}30'40''$ West along the East boundary of said Ridge Manor Country Club Estates Unit No. 2, 311.40 feet; thence North $88^{\circ}33'58''$ East parallel with the North boundary of said Section 2, 960.95 feet; thence Southerly 71.14 feet along the arc of a curve to the right (said curve having a radius of 771.00 feet and a chord

bearing and distance of South 06°58'14" West, 71.11 feet); thence South 09°36'49" West, 139.93 feet to the Northwest corner of Lot 24 of Whispering Oaks Estates Phase II (Plat Book 18, Page 73); thence the following four (4) courses along the Northerly boundaries of said Whispering Oaks Estates Phase II: (1) South 80°23'11" East, 118.00 feet; (2) North 09°36'49" East, 76.00 feet (3) South 80°23'11" East, 22.00 feet; (4) Southeasterly 39.27 feet along the arc of a curve to the left (said curve having a radius of 25.00 feet and a chord bearing and distance of South 35°23'11" East, 35.36 feet); thence South 80°23'11" East along the North right-of-way line of Cedarfield Drive of Whispering Oaks Estates Phase III (Plat Book 18, Pages 94 and 95), 93.00 feet; thence North 09°36'49" East, 88.93 feet; thence Northerly, 120.94 feet along the arc of a curve to the left (said curve having a radius of 1029.00 feet, and a chord bearing and distance of North 06°14'47" East, 120.87 feet); thence North 88°33'58" East, 594.90 feet; thence North 01°46'43" West 310.99 feet to the Point of Beginning.

WHISPERING OAKS ESTATES HOMEOWNERS ASSOCIATION, INC.

FILE# 96-018784
HERNANDO COUNTY, FLORIDAARTICLE I
NAME AND LOCATIONRCD May 21 1996 08:39am
KAREN NICOLAI, CLERK

The name of the corporation is WHISPERING OAKS ESTATES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The address of the corporation shall be 35142 Whispering Oaks Boulevard, Ridge Manor, Florida 33525, but meetings of members and directors may be held at such places within the State of Florida, County of Hernando, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to WHISPERING OAKS ESTATES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Whispering Oaks Construction Co., Inc., a Florida Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the Clerk of the

Circuit Court of Hernando County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETING OF MEMBERS

** OFFICIAL RECORDS **
BK: 1068 PG: 1312

Section 1. Annual Meetings. The annual meeting of the Association shall be held during the first fifteen (15) days of January each year at a time, date and place as designated by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty (30%) percent of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. Unless otherwise provided by Florida Law or the Articles of Incorporation, decisions that require a vote of members shall be made by a concurrence of at least a majority of the voting interests present, in person or by proxy represented at a meeting at which a quorum has been attained is present. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV
BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors. The number of directors shall be not less than three (3) nor more than five (5). All directors shall be an owner as defined in these By-Laws.

Section 2. Term of Office. At the Annual Meetings, the members shall elect directors as necessary for a term of two (2) years to fill the vacancies of those completing their term of office. A director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns or is removed or otherwise disqualified to serve. No director shall serve more than two (2) consecutive terms.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expense incurred in the performance of his duties.

Section 5. Meetings of the Board. All Board Meetings shall be open to all members, but those members shall not have the right to vote at Board Meetings.

Section 6. Personal Liability of Directors. No director of the Association shall be personally liable to the Association or its members for monetary damages for any act or omission in the director's capacity as a director occurring from and after the adoption hereof except in the following instances: 1) for any breach of the Director's duty of loyalty to the Association or its members; 2) for any act or omission not in good faith or which involved intentional misconduct or knowing violation of the law; 3) for any transaction from which the director received an improper benefit, whether or not the benefit resulted from action taken with the scope of the director's office; or 4) for any act or omission for which the liability of a director is expressly provided by statute.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee.

- (b) Suspend right to use of the recreational facilities, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for as long a period as those infractions of published rules and regulations exist;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the Annual Meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration:
 - (1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.
 - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
 - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

- (d) Issue, or cause an appropriate officer to issue, upon demand by a person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Area to be maintained.

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors which shall be held immediately following each Annual Meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any office except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

- (a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- (b) Vice President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each calendar year beginning December 1st and ending November 30th. An annual budget shall be prepared and a statement of income and expenditures be presented to the membership at its regular Annual Meeting. A copy shall be delivered to each of the members.

ARTICLE IX
COMMITTEES

** OFFICIAL RECORDS **
BK: 1068 PG: 131B

The Association shall elect an Architectural Control Committee, as provided in the Declaration. In addition the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any members. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available to inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WHISPERING OAKS ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, not for profit, 1982.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular

or special meeting of the members, by a majority vote when a quorum is present in person or by proxy.

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

ARTICLE XIV
MISCELLANEOUS

** OFFICIAL RECORDS **
BK: 1068 PG: 1319

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, I, being President of the Board of Directors of the WHISPERING OAKS ESTATES HOMEOWNERS ASSOCIATION, INC., have hereunto set my hand this 9th day of MAY, 1996, to certify these to be the Amended By-Laws of this Association as authorized by the majority vote of a quorum of the membership at the Annual Meeting held on JANUARY 15, 1996.

WITNESSES:

Barbara Sauro

Barbara Sauro

Typed name of witness

Patricia Zito

Patricia Zito

Typed name of witness

Robert L. Stender
ROBERT L. STENDER, President