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**BY-LAWS
OF
WHISPERING CREEK, UNIT II HOMEOWNERS' ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

**ARTICLE I
NAME AND LOCATION**

1.01 The name of this Corporation is Whispering Creek, Unit II Homeowners' Association, Inc., hereinafter referred to as the "Association".

1.02 The initial principal office of the Association shall be located at 721 S. Kirkman Road, Orlando, Florida, 328111, and thereafter may be located at any place in Volusia County, Florida designated by the Board of Directors of the Association.

**ARTICLE II
DEFINITIONS**

2.01 All terms which are defined in the Declaration of Covenants, Conditions, Restrictions and Easements of Whispering Creek, Unit II Homeowners' Association, Inc. ("Declaration"), shall be used herein with the same meanings as defined in said Declaration, except as set forth herein.

2.02 "Association" as used herein shall mean the Whispering Creek, Unit II Homeowners' Association, Inc., a Florida corporation not for profit.

2.03 "Documents" as used herein shall mean, collectively, the Declaration, Articles, these By-Laws and the Rules of the Association.

**ARTICLE III
CORPORATE SEAL**

3.01 The seal of the Association shall bear the name of the Association, the year of its incorporation, the state of incorporation and the words "Corporation Not For Profit" inscribed on it.

**ARTICLE IV
MEMBERSHIP**

4.01 The qualification of Members of the Association, the manner of their admission into membership and their termination from such membership shall be as set forth in Article III of the Articles of Incorporation of Whispering Creek, Unit II Association, Inc. ("Articles"), and Article VII of the Declaration.

4.02 Declarant shall be a member of the Association so long as it holds title to any lot (or "Unit") in Whispering Creek, Unit II.

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ARTICLE V
MEETING OF MEMBERS AND VOTING

5.01 The Association shall have an annual meeting of its Members. The first annual meeting of the Members shall be held in the year in which a majority of the Board of Directors of the Association are elected by the Owners, other than the Declarant. The annual meeting shall be held on the first Monday in November and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at a place in Volusia County designated by the Directors, at the hour of 7:00 P.M. or at such other time determined by the Directors. The date of the annual meeting of the Members may be changed by the vote of a majority of the Members at any annual or special meeting.

5.02 Special meetings of the Members shall be held at any place within Volusia County, Florida, whenever called by the President or a majority of the Board of Directors. A special meeting must be called by the President upon receipt of a written request from one-fourth (1/4) of the Members.

5.03 A written notice of the meeting (whether the Annual Meeting or a special meeting) shall be mailed to each Member at his last known address as it appears on the books of the Association. Such written notice of an Annual Meeting shall be mailed to each member not less than thirty (30) days nor more than sixty (60) days prior to the date of the Annual Meeting. Written notice of a special meeting of the Members shall be mailed not less than ten (10) days nor more than thirty (30) days prior to the date of a special meeting. The written notice of a special meeting shall state the specific matter or matters to be voted on, and every written notice of a meeting, whether an annual meeting or a special meeting, shall state the time and place of such meeting and shall be signed by an officer of the Association. Notice of any meeting may be waived by any Member before, during or after a meeting, which waiver shall be in writing and shall set forth a waiver of written notice of such meeting.

5.04 The number of votes in the Association shall be determined as set forth in Article VII of the Articles. The Owners, other than the Declarant, shall be entitled to one (1) vote for each Unit owned. Declarant shall be entitled to ten (10) votes for each Unit owned until Turnover, at which time Declarant shall have the same votes as any other owner for each Unit it owns.

5.05 The presence at a meeting of Members entitled to cast a majority of the votes shall constitute a quorum, except as otherwise provided in these By-Laws. If, however, such quorum shall not be present or represented at a duly called meeting, the Board of Directors may call a second meeting at which the quorum required for the first meeting shall be reduced by fifty percent (50%). The notice for the first meeting may include notice for the second meeting with the time and date for the second called meeting and shall be sufficient for any adjournment thereof.

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5.06 A question shall be decided by the vote of Members constituting a majority of the membership interests represented at a meeting at which a quorum is present unless the Declaration, Articles or these By-Laws require a different number.

5.07 Voting rights of Members shall be as stated in the Declaration and Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a member to vote for him and in the member's place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. A proxy must be filed with the Secretary of the Association before commencement of the particular meeting designated in the proxy. The proxy may be revoked prior to the time a vote is cast according to such proxy.

5.08 At any time prior to a vote upon any matter at a meeting of the Members, any member may demand the use of a secret written ballot for voting on such matter. The Chairman of the meeting shall call for nominations for Inspectors of Election to collect and tally written ballots upon the completion of balloting upon the subject matter.

5.09 The Members may, at the discretion of the Board of Directors, act by written agreement in lieu of meeting, provided written notice of the matter or matters to be agreed upon is given to the Members at the addresses and within the time periods set forth in Section 5.08 herein or duly waived in accordance with such Section. The decision of the majority of the Members as to the matter or matters to be agreed upon (as evidenced by written response to be solicited in the notice) shall be binding on the Members provided a quorum of the Members submits a response. The notice shall set forth a time period during which time a response must be made by a Member.

5.10 Minutes of all meetings of the Members shall be kept and made available for inspection by the Members, Directors and Institutional Mortgagees at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

ARTICLE VI
BOARD OF DIRECTORS: DIRECTORS' MEETINGS

6.01 The affairs and property of the Corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than five (5) persons.

6.02 The initial Board of Directors shall consist of three (3) persons, who need not be Members who are entitled to vote in the Association, and who shall be appointed by Declarant. The number of Directors is subject to the increases set forth in Article VII of the Articles.

6.03 The term of each Director's service shall extend until the next Annual Meeting at which time his term expires as provided in the Articles, and until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided herein.

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6.04 (a) A Director elected by the Members other than Declarant may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Members other than Declarant at a special meeting of the Members other than Declarant for any reason deemed by the Members other than Declarant to be in the best interests of the Association. A meeting of Members other than Declarant to so remove a Director elected by them shall be held, subject to the notice provisions of Section 3.4 hereof, upon the written request of ten percent (10%) of the Members other than Declarant. However, before any Director is removed from office, he shall be notified in writing prior to the meeting at which a motion will be made to remove him that such a motion will be made, and such Director shall be given an opportunity to be heard at such meeting should he be present prior to the vote on his removal.

(b) Members other than Declarant shall elect, at a special meeting of the Members or at an Annual Meeting, persons to fill vacancies on the Board of Directors caused by the removal of Director elected by Members other than Declarant.

(c) A Director designated by Declarant, as provided in the Articles, may be removed only by Declarant in its sole and absolute discretion and without any need for a meeting or vote. Declarant shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy on the Board of Directors as to a Director designated by it and Declarant shall notify the Board of Directors of the name of the respective successor Director and the commencement date for the term of such successor Director. No Director or officer designated or appointed by Declarant shall be required to be a member of the Association.

(d) Until such time as Directors are replaced as provided above, vacancies on the Board of Directors shall be filled by persons appointed by the remaining Directors. Any such person shall be a Director and have all of the rights, privileges, duties and obligations as a Director elected at an Annual Meeting and shall serve for the remaining term of the replaced Director.

6.05 The first meeting of a newly elected Board of Directors shall be held at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

6.06 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by majority of Directors. Special meetings of the Board of Directors may be called at the discretion of the President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

6.07 Notice of the time and place of regular and special meetings of the Board of Directors, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting. Any Director may waive notice of a meeting before, during or after a meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director.

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6.08 A quorum of the Board of Directors shall consist of the Directors entitled to cast a majority of the votes of the entire Board of Directors. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board of Directors, except as otherwise provided in the Declaration, Articles or elsewhere herein. If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting being held because of such an adjournment, any business which might have been transacted at the meeting as originally called may be transacted. In the case of a meeting, notice to the Directors of such adjournment shall, subject to the Declaration, be as determined by the Board of Directors.

6.09 The presiding officer at Board of Directors meetings shall be the President.

6.10 Minutes of all meetings of the Board of Directors shall be kept and made available for inspection by Members, Directors and Institutional Mortgagees at all reasonable times. The minutes shall be retained by the Association for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

6.11 Meetings of the Board of Directors shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in a meeting of the Board of Directors, such Member shall not participate in the meeting, but shall only be entitled to act as an observer. If a Member not serving as a Director or not otherwise invited by the Directors to participate in a meeting attempts to become more than a mere observer at such meeting or conducts himself in a manner detrimental to the carrying on of such meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish such expulsion. Also, any Director shall have the right to exclude from any meeting of the Board of Directors any person who is not able to provide sufficient proof that he is a Member, unless said person was specifically invited by the Directors to participate in such meeting.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF Directors

7.01 The Board of Directors shall have the powers necessary for the proper administration of the affairs of the Association and it may do all acts and things which are not specifically reserved to be exercised and done under the Documents.

7.02 In addition to the duties imposed by these By-Laws, the Declaration, or by resolution of the Association, the Board of Directors shall be responsible for the following:

(a) Making and collecting Assessments against Members to pay the costs of Common Expenses, and the Members' portion of Operating Expenses and Assessments. These Assessments shall be collected by the Association through payments made directly to it by the Members as set forth in the Declaration.

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(b) Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board of Directors.

(c) Maintaining, repairing and operating the Property.

(d) Reconstructing improvements after casualties and losses and making further authorized improvements.

(e) Making and amending Rules.

(f) Enforcing by legal means the provisions of the Documents including the Declaration, the Articles, these By-Laws and the Rules adopted by the Association.

(g) To contract for the management and maintenance of the Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and regulations and maintenance, repair and replacement of Commons Areas and other services with funds that shall be made available by the Association for such purposes and to terminate such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Documents including, but not limited to, the levying of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

(h) Paying taxes and assessments which are or may become liens against the Common Areas and any Units owned by the Association and assessing the same against Units which are or may become subject to such liens.

(i) Purchasing and carrying insurance for the protection of Owners and the Association against casualty and liability loss.

(j) Paying costs of all power, water, sewer and other utility services rendered to the Association and not billed to Owners of individual Units.

(k) Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the purposes of this Association, including the hiring of a resident manager and paying all salaries therefor.

(l) Performing all of the covenants, conditions and obligations set forth in the Declaration and required thereby.

(m) To acquire, own, mortgage and convey real and personal property and take other reasonable actions in that regard.

ARTICLE VIII
OFFICERS

8.01 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.

8.02 The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

8.03. The officers of this Association shall be elected and hold office in the manner and for the terms set forth in Article VII of the Articles, or until a successor is duly elected and qualified, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

8.04. 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.

8.05. 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 the 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.

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

8.07. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to this Article.

8.08 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a property owners association, including, but not limited to, the power to appoint such committees at such times from among the Members as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board of Directors.

8.09 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

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8.10 The Secretary shall cause to be kept the minutes of all meetings of the Board of Directors and the Members. He shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board of Directors to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board of Directors or the President.

8.11 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members, keep the books of the Association in accordance with good accounting practices and shall perform all of the duties incident to the office of a Treasurer.

ARTICLE IX
ACCOUNTING RECORDS AND FISCAL MANAGEMENT

9.01 The Board of Directors shall appoint a Budget Committee to be responsible for establishing and maintaining the accounting policies and procedures of the Association.

ARTICLE X
OBLIGATIONS OF OWNERS

10.01 All Owners are obligated to pay the periodic assessments imposed by the Association.

10.02 Every Owner and every occupant of any Unit shall comply with all lawful provisions of this Declaration, the By-Laws, and the rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the By-Laws.

10.03 Conduct of Members shall be governed by rules and regulations, which from time to time may be adopted by the Board and adopted by committees appointed by the Board.

ARTICLE XI
RULES AND REGULATIONS

11.01 The Board of Directors may adopt Rules and Regulations for the operation and use of the Property at any meeting of the Board of Directors; provided, however, that such Rules and Regulations are not inconsistent with the Articles and By-Laws. Copies of any Rules and Regulations promulgated, amended or rescinded shall be mailed to all owners at their last known address as shown on the books and records of the Association and shall not take effect until forty eight (48) hours after such mailing.

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**ARTICLE XII
COMMITTEES**

12.01 The Board shall appoint the committees hereinafter named and such other committees as it deems appropriate to carry out its purposes. Committees shall consist of not less than three (3), nor more than nine (9) members and shall serve at the pleasure of the Board unless otherwise specified in the Declaration or these By-Laws.

12.02 Budget Committee.

The duties of this committee shall be as defined in these By-Laws and include establishing and maintaining the accounting policies and procedures of the Association, reviewing the financial condition of the Association at least semi-annually, reporting the financial condition to the Board, and recommending the annual budget to the Board.

12.03 Elections Committee.

The duties of this committee shall include designing and duplicating ballots for each election, controlling the distribution of ballots, verifying, counting and tabulating all ballots and certifying the results to the meeting. The chairman may receive ballots starting 48 hours prior to election.

12.04 Enforcement Committee.

The duties of this committee are set forth in Article XIII of these By-Laws.

**ARTICLE XIII
ENFORCEMENT PROCEDURE**

13.01 The Association shall have the right to levy fines and Individual Lot Assessments against an Owner or its guests, relatives, or lessees, in the manner provided herein, which shall be collectible as any other assessment. The Association shall have a lien against the Owners and Units against which a fine has been assessed or levied.

13.02 Each Board of Directors (the "Appointing Board") shall have the power to create an "Enforcement Committee" to be comprised of three (3) members, one of which shall be a member of the Board of Directors, and one of which shall be designated as the Chairperson thereof. The Appointing Board shall also designate an Alternate Enforcement Committee Member to serve in the place of an absent member of the Enforcement Committee. The Enforcement Committee shall serve a term consistent with the term of its Appointing Board. Members of the Enforcement Committee may be replaced with or without cause by majority vote of the Appointing Board.

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13.03 Prior to hearing of the Enforcement Committee being called, alleged non-complying Members shall be notified by certified mail, return receipt requested, or by hand delivery, of the alleged non-complying condition and be given a reasonable opportunity thereafter to rectify the alleged Non-complying condition.

13.04 Conduct of Enforcement Hearing:

(a) Alleged Non-complying Members shall be notified by certified mail, return receipt requested, or by hand delivery, of a hearing at least fourteen (14) days in advance of said hearing. No alleged Non-complying Member shall be given notice of hearing before the Enforcement Committee unless said alleged Non-complying Member has first been given reasonable opportunity to rectify the alleged non-complying condition.

(b) The Chairperson of the Enforcement Committee may call hearings of the Enforcement Committee; hearings may also be called by written notice signed by any member of the Enforcement Committee.

(c) The Chairperson shall present each case before the entire Enforcement Committee, and the alleged Non-complying Member shall be given reasonable opportunity to be heard after the Chairperson's presentation. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern said proceedings.

(d) At the conclusion of the hearing, the Enforcement Committee shall issue an order affording the proper relief, if any, consistent with the powers granted herein. The order shall be by motion approved by at least two (2) members of the Enforcement Committee in order for the action to be official.

13.05 The Enforcement Committee shall have the power to:

- (a) Adopt rules for the conduct of its hearings;
- (b) Effectuate the provisions set forth in this provision;
- (c) Issue orders consistent with this provision; and

(d) Order Non-complying Members, adjudged so pursuant to the provisions of this paragraph, to pay a fine not to exceed twenty-five Dollars (\$25.00) for each day the violation continues past the date set by the Enforcement Committee for compliance, and not to exceed One Thousand Dollars (\$1,000.00) in the aggregate. A notarized copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the Unit owned by the Non-complying Member, collectible by the Association as a Special Assessment against such Unit in the manner set forth in the Declaration.

**ARTICLE XIV
PARLIAMENTARY RULES**

14.01 The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association; provided, however, if such rules and regulations are in conflict with the Articles, these By-Laws or the Declaration, then the Articles, By-Laws or Declaration, as the case may be, shall govern.

**ARTICLE XV
AMENDMENT OF THE BY-LAWS**

15.01 Until such time as Owners, other than the Declarant, are entitled to elect the majority of the Board of Directors, Declarant reserves the right to amend, modify, alter or annul any of the provisions of these By-Laws.

15.02 At such time as Owners, other than Declarant, are entitled to elect the majority of the Board of Directors, these By-Laws may be amended by the affirmative vote of Members representing not less than seventy-five percent (75%) of the votes presented at an Annual Meeting or a special meeting of the Members and the affirmative approval of a majority of the Board of Directors at a regular or special meeting of the Board of Directors. A copy of the proposed amendment shall be sent to each Member along with the notice of the special meeting of the Members or Annual Meeting. An amendment may be approved at the same meeting of the Board of Directors and/or Members at which such amendment is proposed.

15.03 An amendment may be proposed by either the Board of Directors or by the Members, and after being proposed and approved by one of such bodies, it must be approved by the other as above set forth in order to become enacted as an amendment.

15.04 Amendments to these By-Laws shall be made with the requirements of the law and amendments thereto in effect at the time of amendment.

15.05 No modification or amendment to these By-Laws shall be effective which would affect or impair the priority or validity of a mortgage held by any Institutional Mortgagee or Declarant, without the Institutional Mortgagee's or Declarant's prior written consent.

**ARTICLE XVI
CONFLICT**

16.01 In the event of any conflict between the provisions of the Declaration, the Articles and the provisions of these By-Laws, the provisions of the Declaration and/or Articles shall prevail.

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Diane M. Matousek
Valusia County, Clerk of Court

EXHIBIT "C"

WHISPERING CREEK, UNIT II
MAXIMUM NUMBER OF HORSES PER LOT

UNIT II	<u>LOT #</u>	<u># OF HORSES ALLOWED</u>
	1	6
	2	4
	3	4
	4	4
	5	5
	6	6
	7	2
	8	4
	9	3
	10	4
	11	4
	12	3
	13	4
	14	3
	15	4
	16	4
	17	4
	18	4
	19	3
	20	2

2

**SUPPLEMENTAL DECLARATION
COMMITTING
WHISPERING CREEK, UNIT III
TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
WHISPERING CREEK, UNIT II**

THIS SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WHISPERING CREEK, UNIT II ("Supplemental Declaration") is made this 12th day of November, 2003, by Ava & Rufus, Inc., a Florida corporation (the "Declarant").

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and Easements for Whispering Creek, Unit II (the "Declaration") was made by Ava & Rufus, Inc., and was recorded in Official Records Book 5193, at Page 2136, Public Records of Volusia County, Florida; and

WHEREAS, under the Declaration, Whispering Creek, Unit II (the "Property") was committed and subjected to the applicability, operation, effect, lien and encumbrance of the Declaration; and

WHEREAS, under Article II of the Declaration, the Declarant reserved unto itself the right to add additional real property to the Property subject to the Declaration, if such additional real property is adjacent to or abuts the Property which is subject to the Declaration; and

WHEREAS, under Article II of the Declaration, the Declarant reserved unto itself the right to commit additional real property to the Declaration, if such property is adjacent to or abuts the Property which is subject to the Declaration; and

WHEREAS, the real property described in Exhibit "A" to this Supplemental Declaration ("Whispering Creek, Unit III") is adjacent to and abuts Whispering Creek Unit, II; and

WHEREAS, Whispering Creek Unit II, Homeowners' Association, Inc. has agreed with and consents to the addition of the real property described in Exhibit "A" to this Supplemental Declaration and to the applicability of the Declaration to said real property.

NOW, THEREFORE, the Declarant, joined by the Whispering Creek Unit II, Homeowners' Association, Inc., hereby declare as follows:

1. Effective with the date of filing of this Supplemental Declaration, the real property described in Exhibit "A" hereto shall be added to the Property subject to the Declaration and shall be bound by the applicability, operation, effect, lien and encumbrance of the Declaration.

2. All references in the Declaration to "Whispering Creek, Unit II" or to the "Property" shall include and mean Whispering Creek, Unit III, where appropriate or necessary.

3. Paragraph 1.12 of the Declaration is amended to read as follows:

1.12 "Homeowners' Association" means Whispering Creek Units II and III, Homeowners' Association, Inc., a Florida nonprofit corporation, its successors and assigns.

4. Paragraph 1.18 of the Declaration is amended to read as follows:

1.18 "Plat" or "Plats" means the Plat of Whispering Creek, Unit II, a subdivision in Volusia County, Florida, filed for record on October 24, 2003, and recorded in Map Book 50, at page 65 of the PRVCF; and the Plat of Whispering Creek, Unit III, a subdivision in Volusia County, Florida, filed for record on DECEMBER 17, 2003, and recorded in Map Book 50, at pages 9b-2 of the PRVCF; and the plat of any additional real property annexed to and made part of the Property, from time to time.

5. Paragraph 1.24 of the Declaration is amended to read as follows:

1.24 "Subdivision" or "Subdivisions" means the Whispering Creek, Unit II, subdivision and the Whispering Creek, Unit III, subdivision as defined in this Declaration and as graphically depicted and legally described in the Plats thereof.

6. Article I is amended to add the following Paragraph 1.27:

1.27 "Whispering Creek, Unit III" means Whispering Creek, Unit III, a subdivision in Volusia County, Florida, according to the Plat (as defined above).

7. Exhibit "C" to the Declaration is amended and replaced by Exhibit "C-1" attached hereto and hereby made a part of the Declaration.

8. The Whispering Creek Unit II, Homeowners' Association, Inc., has joined in this Supplemental Declaration to evidence its agreement with the addition of Whispering Creek, Unit III to the Property described in the Declaration; and its agreement to the commitment of Whispering Creek, Unit III to the applicability, operation, effect, lien and encumbrance of the Declaration.

9. All capitalized terms contained herein shall have the same definition and meaning for such capitalized terms as set forth in the Declaration, unless a different definition is provided herein or the context requires otherwise.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration.

Witnessed:

AVA & RUFUS, INC.
a Florida corporation

J. Doyle Tumbleson
J. DOYLE TUMBLESON

Print Name

By: Charles Kleinschmidt
Charles Kleinschmidt
As Vice President

Dan Clifton
Dan Clifton
Print Name

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 10th day of November, 2003, by Charles Kleinschmidt, Vice President of Aya & Rufus, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

J. Doyle Tumbleson
Notary Public

(type or print name) J. Doyle Tumbleson
My commission expires: Dec 19, 2007
Commission No. _____
Atlantic Bonding Co., Inc.



JOINDER AND CONSENT

WHISPERING CREEK UNIT II, HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, joins in, consents to and agrees to be bound by this Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Whispering Creek, Unit II, in Volusia County, Florida.

Witnessed:

WHISPERING CREEK UNIT II,
HOMEOWNERS' ASSOCIATION, INC.

a Florida corporation not for profit

J. Doyle Tumbleson

J. DOYLE TUMBLESON
Print Name

By: Diane Lapham President

Pam Clifton

Pam Clifton
Print Name

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 10th day of November, 2003, by Diane Lapham, as President of Whispering Creek Unit II, Homeowners' Association, Inc., a Florida corporation not for profit, who is personally known to me or has produced _____ as identification.

J. Doyle Tumbleson
Notary Public

(type or print name) J. Doyle Tumbleson
My commission expires: Commission #DD262132 Expires: Dec 19, 2007
Commission No. _____
Bonded thru Atlantic Bonding Co., Inc.

JOINDER AND CONSENT

The undersigned, SouthTrust Bank, N.A., hereby consents to and joins in this Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Whispering Creek, Unit II.

DATED this 12th day of November, 2003.

SOUTHTRUST BANK, N.A.

Cynthia L. Hart
Printed Name: Cynthia L. Hart
Barbara Baker
Printed Name: BARBARA Baker

By: James A. Battle
Print Name: James A. Battle
Title: Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12th day of November, 2003, by James A. Battle, as Vice President of SouthTrust Bank, N.A., who is personally known to me or who has produced _____ as identification.



Barbara Baker
Notary Public
BARBARA Baker
(type/print name)
My commission expires: NOV 29, 2003
Commission No.:

EXHIBIT "A"
WHISPERING CREEK, UNIT III

A PART OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF WHISPERING CREEK, UNIT II, AS RECORDED IN MAP BOOK 50, PAGE 65, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING, THENCE S09°28'36"W, A DISTANCE OF 128.15 FEET; THENCE S73°38'17"W, A DISTANCE OF 119.59 FEET; THENCE S02°58'33"E, A DISTANCE OF 36.98 FEET; THENCE S08°20'56"W, A DISTANCE OF 83.95 FEET; THENCE S13°31'37"W, A DISTANCE OF 79.13 FEET; THENCE S50°01'09"W, A DISTANCE OF 65.00 FEET; THENCE S43°06'32"W, A DISTANCE OF 95.83 FEET; THENCE S23°23'09"W, A DISTANCE OF 34.44 FEET; THENCE S31°53'59"E, A DISTANCE OF 12.44 FEET; THENCE S27°33'35"E, A DISTANCE OF 131.87 FEET; THENCE N74°00'27"E, A DISTANCE OF 102.42 FEET; THENCE S01°47'26"E, A DISTANCE OF 448.28 FEET; THENCE S88°12'34"W, A DISTANCE OF 239.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 17°15'29"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 112.95 FEET; THENCE S35°02'54"E, A DISTANCE OF 304.12 FEET; THENCE S25°56'51"E, A DISTANCE OF 52.42 FEET; THENCE S46°35'20"W, A DISTANCE OF 78.30 FEET, THENCE S42°15'11"W, A DISTANCE OF 226.07 FEET; THENCE S42°46'10"W, A DISTANCE OF 114.51 FEET; THENCE S28°58'48"W, A DISTANCE OF 38.04 FEET; THENCE S01°30'46"E, A DISTANCE OF 584.15 FEET TO THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 34; THENCE S88°29'14"W ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 34, A DISTANCE OF 1944.11 FEET; THENCE DEPARTING SAID LINE, N02°28'51"W, ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 34, A DISTANCE OF 2283.20 FEET; THENCE N88°34'56"E, A DISTANCE OF 2599.21 FEET ALONG THE BOUNDARY OF TOMOKA FARMS SUBDIVISION, AS OCCUPIED AND RECORDED IN MAP BOOK 6, PAGE 192, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TO THE POINT OF BEGINNING. CONTAINING 116.61 ACRES, MORE OR LESS.

EXHIBIT "C-1"

WHISPERING CREEK, UNITS II & III
MAXIMUM NUMBER OF HORSES PER LOT

UNIT II	<u>LOT #</u>	<u># OF HORSES ALLOWED</u>
	1	6
	2	4
	3	4
	4	4
	5	5
	6	6
	7	2
	8	4
	9	3
	10	4
	11	4
	12	3
	13	4
	14	3
	15	4
	16	4
	17	4
	18	4
	19	3
	20	2

UNIT III	<u>LOT #</u>	<u># OF HORSES ALLOWED</u>
	1	4
	2	4
	3	3
	4	5
	5	6
	6	3
	7	3
	8	5
	9	2
	10	2

WHISPERING CREEK 2 & 3 HOMEOWNERS ASSOCIATION, INC.

ARCHITECTURAL REVIEW COMMITTEE APPLICATION

DATE: _____

NAME: _____ ADDRESS: _____

TELEPHONE: DAY _____ EVENING _____

MOBILE _____

Describe the work to be done, type of materials and colors to be used for the new structure. (If applicable, please attach survey, landscaping plan, elevation, bldg. plans, etc.)
The reverse side of this application may be used for sketches.

CONTRACTOR: _____ TELEPHONE _____

IMPORTANT NOTICE: Prior to starting your project, you must obtain Architectural Review Committee Approval, and then obtain any and all necessary permits required by the appropriate municipality.

DO NOT WRITE IN THIS SPACE

On this _____ day of _____, 20____, the Architectural Review Committee reviewed the above application.
The Committee _____ Approved said application subject to the following conditions: _____

The Committee _____ Disapproved said application due to the following: _____

Signed: _____
Dated: _____