Prepared by and return to:	)
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#### 11/17/2022 13:12 PM Page 1 of 73 Rec Fee: \$622.00 Deed Doc Tax: \$0.00 Mortgage Doc Tax: \$0.00 Intangible Tax: \$0.00 Phil Diamond, Comptroller Orange County, FL

DOC # 20220696957

Ret To: CSC INC

# SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE COUNTY, FLORIDA

WHEREAS, the Declaration of Covenants and Restrictions for Somerset Shores, Orange County, Florida and Notice Regarding Somerset Shores Homeowners Association, Inc. (hereafter referred to as the "Original Declaration") was recorded at Official Records Book 4357, Page 3545, Public Records of Orange County, Florida and was amended at Official Records Book 5260, Page 2441, Public Records of Orange County, Florida; and

WHEREAS, the Amended and Restated Declaration of Covenants and Restrictions for Somerset Shores, Orange County, Florida, and Notice Regarding Somerset Shores Homeowners Association, Inc. was recorded at Official Records Book 7112, Page 1005, Public Records of Orange County, Florida, and amended at Document No. 20170165515 of the Public Records of Orange County, Florida; and

WHEREAS, the Association's membership desires to restate and amend the Amended and Restated Declaration of Covenants and Restrictions for Somerset Shores, and any amendments thereto, in its entirety for the purpose of clarifying and modifying the covenants and restrictions contained therein; and

WHEREAS, the Amended and Restated Declaration of Covenants and Restrictions for Somerset Shores may, pursuant to Article XI, Section 4 thereof, be amended by an instrument signed by not less than 2/3 of the Lot Owners.

NOW THEREFORE, the Amended and Restated Declaration of Covenants and Restrictions for Somerset Shores, as it has previously been amended, is hereby further amended in part and is restated in its entirety. Except as may be specifically set forth herein, it is intended that this Second Amended and Restated Declaration of Covenants and Restrictions for Somerset Shores, Orange County, Florida, supersede the covenants and restrictions contained in the Original Declaration and any and all amendments thereto. Said protective covenants, conditions, restrictions, easements, reservations, liens, and charges shall run with the Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Property or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said real property. To the extent there is any

conflict whatsoever between the provisions of this Second Amended and Restated Declaration and those of the Original Declaration, the provisions of this Second Amended and Restated Declaration shall be deemed to control. All future amendments to the covenants and restrictions on the Property shall be made to this Second Amended and Restated Declaration.

# **ARTICLE I**

# EFFECT OF DECLARATION

This Declaration imposes upon the Property certain restrictions, covenants and conditions and the Property has been, and shall be held, sold and conveyed subject to the easements and restrictions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall bind all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of all or part thereof.

# **ARTICLE II**

# **DEFINITIONS**

- <u>Section 1.</u> "Association" shall mean and refer to Somerset Shores Homeowners' Association, Inc. a Florida corporation not for profit, its successors and assigns.
- Section 2. "Creek Side Dwelling Units" shall mean and refer to those Lots in Somerset Shores on the West Side of Somerset Shores Court, which includes Lots 35 through 46, inclusive.
- Section 3. "Lake Side Dwelling Units" shall mean and refer to those Lots in Somerset Shores on the East Side of Somerset Shores Court, which includes Lots 1 through 34, inclusive.
- <u>Section 4.</u> "Property" shall mean and refer to that certain real property described in Exhibit "B" attached to the original Declaration.
- Section 5. "Limited Common Area" shall mean all real property including the improvements thereon owned by the Association for the common use and enjoyment of the Owners, including the streets, parking areas, street lighting, open spaces, green belt areas and sidewalks shown as common areas on the Plat, the Recreational Facilities and all areas designated by Declarant as part of the Limited Common Area pursuant to the provisions hereof. The term Limited Common Area shall include the entire drainage system of the Property (except for that portion of the drainage system, if any, dedicated to and accepted by Orange County, Florida),

including but not limited to, all pipes, retention areas, swales, inlets and lakes, it being the intention of the Declarant that the Association have the necessary ownership and responsibility to operate and maintain the surface water drainage system. The term Limited Common Area shall also include (i) all tangible personal property, furniture, furnishings and fixtures at any time owned by the Association, if such property is designated as such by the Association, and (ii) any intangible personal property acquired by the Association, if such property is designated as such by the Association. The Limited Common Area is to be devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, persons occupying a Dwelling Unit on a guest or tenant basis, to the extent specified herein or authorized by the Board of Directors of the Association. Except to the extent designated on the Plat, Declarant shall determine the extent to which streets, roadways, driveways or parking areas within the Property shall be a part of the Limited Common Area. For purposes of determining the boundaries of the Limited Common Area, the boundaries or any extension of the boundaries so as to cause closure as shown on the Plat of the Subdivision filed of public record shall be conclusive. The completed Limited Common Area together with any streets, roadways, driveways or parking areas designated by the Declarants as a part of the Limited Common Area have been conveyed to the Association free and clear of monetary encumbrances, by deed or deeds of conveyance recorded among the Public Records of Orange County, Florida. Portions of the Limited Common Area may be the subject of exclusive or nonexclusive easements for the benefit and appurtenant to a particular Lot or Lots as shown on the Plat (i) for pedestrian and vehicular access over and across sidewalks within the Limited Common Area, and (ii) for the use of a part of a particular parking area located within the Limited Common Area.

- Section 6. "Lot" shall mean and refer to any plot of land shown upon the Plat, excluding the Limited Common Area, but including any exclusive or nonexclusive easements appurtenant thereto.
- Section 7. "Dwelling Unit" shall mean and refer to a Lot with a single-family unit constructed thereon as to which a certificate of occupancy has been issued by the applicable governmental authorities.
- <u>Section 8.</u> "ARC" shall mean and refer to the Architectural Review Committee appointed in accordance with Article VII of this Declaration, whose duties shall be set forth in said Article VII.
- Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Dwelling Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 10. "Villa" shall mean and refer to any portion of a building situated upon a Lot within the Property, designed and intended for use and occupancy as a residence by a single family susceptible to ownership in fee simple as a non-

condominium, and having an attached garage and one or more-party walls and being attached to one or more other similar dwelling units.

<u>Section 11.</u> "Member" shall mean and refer to any Owner.

<u>Section 12.</u> "Subdivision" shall mean and refer to the residential subdivision located on the property known as "Somerset Shores".

Section 13. "Recreational Facilities" shall mean and refer to the improvements to be used for recreational purposes now or hereafter located on the Property and personal property and fixtures located therein and thereon, including, without limitation, the pier, the walkway to the pier, the swimming pool facilities and the other recreational facilities.

Section 14. "Governing Documents" shall mean and refer to this Declaration and the Articles of Incorporation and Bylaws of the Association attached hereto as Exhibits "A" and "B," respectively.

# **ARTICLE III**

# **PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Limited Common Area, including the Recreational Facilities, except for those portions thereof which are subject to exclusive easements appurtenant to the particular Lots, which right and easement of use and enjoyment shall be appurtenant to and shall pass with the title of every Dwelling Unit, subject to the following provisions:

- (a) the right of the Association to impose rules and regulations relating to the use of the Limited Common Area, including the Recreational Facilities by Owners, their guests, invitees and tenants;
- (b) the right of the Association to suspend the voting rights and the right to use the Recreational Facilities by an Owner, his guests, invitees and tenants for any period during which any assessment against the Owner's Dwelling Unit remains unpaid and for a period not to exceed sixty (60) days for an infraction by any of such persons of any of such rules and regulations.
- (c) the right of the Association to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

<u>Section 2. Delegation of Rights.</u> Any Owner may delegate his right to enjoyment of the Recreational Facilities to the members of his family and his guests, tenants or contract purchasers who reside in his Dwelling Unit.

# ARTICLE IV

# POWERS AND DUTIES OF ASSOCIATION

The Association shall have the powers and duties with respect to the administration of the Association and the ownership, and maintenance of the Limited Common Area set forth herein and in the Articles of Incorporation of the Association, as the same may from time to time be amended, including without limitation the duty to insure, maintain, preserve, repair and restore the Limited Common Area, and the maintenance of painted exterior surfaces of Villas (other than the roofs which shall be the owner of a dwelling unit's responsibility) and maintenance of landscaped portions of Dwelling Units, together with the duty to keep the Dwelling Units free of liens for payment for services provided at the request of the Association, as more specifically provided in the By-Laws of the Association. The Association shall have the powers, rights and duties relative to the administration and enforcement of the within covenants and restrictions and of the collection and disbursement of assessments and charges as hereinafter provided.

# <u>ARTICLE V</u>

# <u>ASSESSMENTS</u>

Section 1. Creation of Lien for and Personal Obligation to Pay Assessments. Each Owner of any Dwelling Unit, by joinder in this Declaration or acceptance of a deed for any Dwelling Unit, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges; (2) extraordinary assessments with respect to particular Owners as hereinafter provided for and (3) special assessments for capital improvements, such assessments to be established and collected from time to time as hereinafter provided. The annual extraordinary and special assessments, with interest thereon and all costs of collection thereof as hereinafter provided shall be a charge on the land, shall be a continuing lien upon the Dwelling Unit against which each such assessment is made, and shall also be the personal obligation of the person who was the Owner of such Dwelling at the time when payment of the assessment became due. The personal obligation for delinquent assessments shall not pass to any successor in title to a Dwelling Unit unless expressly assumed by such successor(s). Notwithstanding anything contained herein to the contrary, the obligation shall be joint and several as to the Owner in the event that more than one person (natural or legal) comprise the Owner.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively for the purpose of implementing the corporate purposes and powers of the Association and promoting the recreation, health, safety and welfare of the residents of the Property, including but not limited to: (i) paying the costs of the ownership, maintenance, repair, restoration, additions to, and operation of the Recreational Facilities, (ii) paying all taxes assessed on the Limited Common Area, including the Recreational facilities and all costs of public liability and fire and extended coverage insurance thereon, as well as the costs of any other insurance at any time maintained by the Association, (iii) paying all costs relating to the repair, restoration and replacement of improvements to and located within the Limited Common Area, including labor, equipment, materials, management, and supervision, (iv) paying all costs relating to the maintenance of painted exterior surfaces of Villas (other than the roofs which shall be the Dwelling Unit owner's responsibility) including labor, equipment, materials, management, and supervision, (v) paying all costs relating to the maintenance and replacement when necessary of landscaped portions of Dwelling Units, including labor, equipment, materials, management, and supervision, (vi) paying all assessments against the Property for the Property's pro rata share of the expenses of maintaining the drainage system for the area in which the Property is located, (vii) paying all administrative and other costs incurred by the Association in carrying out its duties, including without limitation, costs of materials, supplies, equipment, labor, management, supervision, personnel, contract services, accounting fees, legal fees, etc., (viii) paying all costs incurred pursuant to a community-wide program of improvement and/or repair to exterior portions of Villas as proposed by the Board of Directors and approved by not less than a majority of the Association's voting interests present either in person or by proxy at a meeting of the members, notice of which shall be provided not less than (15) days prior to the meeting and which shall include a description of the program of repair and/or improvement proposed by the Board, and (ix) paying all other costs which the association is authorized to incur pursuant to its Articles of Incorporation and Bylaws and this Declaration.

# Section 3. Annual Assessments.

(a) The annual assessment for each unit shall be computed as follows:

For Creekside units the total annual budget including reserves shall be multiplied by 1.71%. This amount is then divided by 12 months.

For Lakeside units the total annual budget including reserves shall be multiplied by 2.34%. This amount is then divided by 12 months.

- (b) The assessment calculation determined above may then be rounded up to the next full dollar without requiring the approval of the membership for increases over 15%.
- (c) The annual assessment by the Association may be increased each year by action of the Board of Directors of the Association, in the exercise of its

discretion, by an amount not to exceed fifteen percent (15%) (cumulative) of the maximum assessment for the previous year.

- (d) The annual assessment may be increased by an amount greater than fifteen percent (15%) (cumulative) of the previous year's assessment only upon the vote of two-thirds (2/3) of the Members voting in person or by proxy at a meeting duly called for such purpose.
- (e) The fiscal year of the Association shall begin on the first day of January and end on the last day of December of each calendar year. Assessments remaining uncollected thirty (30) days after the due date will be sufficient grounds for a Member to be placed in a non-good standing status, unless suitable prior arrangements have been made with the Association. There shall be no reimbursement of assessments.
- (f) The Board of Directors of the Association shall, in setting the maximum annual assessment for each year, consider anticipated maintenance and other costs, anticipated increases in those costs during the year and appropriate reserves for working capital of the Association.
- <u>Section 4. Extraordinary Assessments.</u> The Association shall have the right to make extraordinary assessments against Dwelling Units on a non-uniform basis for such purposes as are specifically set forth in this Declaration, including, but not limited to the matters set forth in Sections 13, 16, 17, 18, 19 and 20 of Article VIII of this Declaration.
- Section 5. Special Assessments. The Association may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement located on or under the Limited Common Area or any part thereof, including the necessary fixtures and personal property related thereto, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of Members voting in person or by proxy at a meeting duly called for such purpose. Written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of such meeting, which notice shall set forth the purpose of the meeting. Notwithstanding Section 3 (a) above, all special assessments duly approved as outlined herein shall be borne equally by each Dwelling Unit and shall become due and payable 30 days after notification by the Association of said approval.

As an alternative to a special assessment, the Board may obtain outside financing to defray in whole or in part the cost of the capital improvement which otherwise would necessitate a special assessment. Any such financing would require the assent of two-thirds (2/3) of the votes of Members voting in person or by proxy at a meeting duly called for such purpose with the same notice requirements as set forth in the paragraph immediately above for special assessments.

<u>Assessments.</u> Notwithstanding the limitations set forth in Section 3 hereof, the Association may change the maximum amount and basis for determining the assessments in Section 3 hereof prospectively for any period, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the Members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The assessments shall become a lien on each Dwelling Unit. As provided in Section 3, subparagraph (e), assessments may be payable in such a manner as shall, from time to time, be specified by the Board of Directors of the Association. The due date of any extraordinary assessment under Section 4 and of any special assessment under Section 5 shall be fixed in the resolution authorizing such assessment. In addition to regular, special and extraordinary assessments, the Association shall charge and collect an initial, one time, membership fee in the amount of \$500.00 per Dwelling Unit from all new Owners. Said membership fee shall be due and collectable at the time of transfer of record title to a Lot. The provisions of this Section shall operate prospectively only and shall be applicable to all owners taking record title after the effective date of this provision. Any new Owner taking title to a Lot after the effective date (date of recording of this Declaration) of this provision pursuant to a contract of sale executed prior to said effective date shall not be required to pay the membership fee.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall determine the amount of the assessment against each Dwelling Unit and Villa for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Dwelling Units and the assessments applicable thereto, which shall be kept in a location designated by the Board of Directors and shall be open for inspection by any Owner during reasonable and normal business hours following the Association's receipt of an Owner's written request to inspect the Association's records delivered by certified or registered mail, return receipt requested. The Board of Directors may adopt reasonable rules and regulations related to the inspection of official records. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge not to exceed the amounts set forth in Section 720.30851, Florida Statutes, as amended from time to time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer or designated agent 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 9. Effect of Nonpayment of Assessment; Personal Obligation of the Owner; Lien; Remedies of Association. If any assessment, or any installment thereof, is not

paid when due, then such assessment or installment shall thereupon be delinquent and shall thereupon, together with interest thereon and all costs of collection, whether or not suit is filed, become a continuing lien on the Dwelling Unit which shall bind such Dwelling Unit in the hands of the then Owner, the Owner's heirs, devisees, personal representatives, and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain the Owner's personal obligation. If the Owner is comprised of more than one person or entity, the persons comprising the Owner shall be jointly and severally liable for the payment of such assessment or installment thereof.

If such assessment or installment is not paid within thirty (30) days after the due date, the assessment or installment shall bear interest from the due date until paid at the highest rate per annum of interest permitted by law or \$25.00 per month whichever is greater and the Association may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the Dwelling Unit, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment thereof as above provided and a reasonable attorney's fee to be fixed by the Court, together with all costs of the action.

Section 10. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage or mortgages now or hereafter placed upon a Dwelling Unit subject to assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Dwelling Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Dwelling Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

<u>Section 11. Exempt Property.</u> The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- (a) All properties to the extent of any easement or other interest therein is dedicated to and accepted by Orange County, Florida or any other governmental body or authority.
- (b) The Limited Common Area as defined in Article II, Section 3 hereof.
- (c) All properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

# **ARTICLE VI**

## **FINES**

In addition to all other remedies, the Association may impose a fine or fines upon an owner, tenant, guest, invitee, or employee for failure to comply with this Declaration, or any rule or regulation promulgated hereunder, provided the following procedures are adhered to:

- (a) Notice: The Association shall notify the owner or other party of the infraction or infractions. Included in the notice shall be the date and time of a special hearing at which the fine or fines will be addressed. Such notice shall be provided to the offending party at least (14) days prior to such hearing.
- (b) Hearing: The hearing as set forth above shall be before a committee of at least three (3) members of the Association appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve of a proposed fine or suspension, it may not be imposed.
- (c) Penalties: The Association may impose a fine against the offending party in an amount not to exceed \$100.00 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1000.00 in the aggregate.
- (d) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition of the fine.
- (e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments.
- (f) Nonexclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

### ARTICLE VII

# ARCHITECTURAL CONTROL

No improvement, addition, deletion or structure of any kind, including without limitation, any building, fence, wall, screen enclosure or other structure shall be commenced, erected or maintained upon any Dwelling Unit, nor shall any exterior change in color or exterior addition to or change or alteration of any Dwelling Unit in any respect be made, unless the same will be in compliance with the zoning and building codes of Orange County, Florida, and other applicable regulations and until the plans

and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as a harmony of external design, color and location in relation to surrounding structures and topography by the ARC (the Architectural Review Committee). The ARC shall be composed of at least three (3) Members appointed by the Board of Directors of the Association. The Members of the ARC shall be appointed for renewable one (1) year terms. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, the Association shall promptly appoint a successor member who shall serve for the duration of the unexpired term of the member who he or she replaced. The membership, rules of procedure and duties of the ARC shall be prescribed by and, from time to time, changed or modified by the Board of Directors of the Association. The ARC shall have the authority to adopt and revise from time-to-time architectural planning criteria ("ARC Guidelines"), which may, by way of example and not limitation, include requirements and specifications relating to fencing, landscaping, exterior paint colors and styles, mailboxes, statuary and lawn ornaments, basketball goals, swing sets and playground equipment, exterior lighting, holiday decorations, and the like. The requirements and specifications set forth in the ARC Guidelines shall have the same force and effect as if fully set forth herein. Any such Guidelines adopted or revised by the ARC shall be subject to the approval or disapproval of the Board of Directors.

With respect to any matter which requires the approval of the ARC, the Owner desiring such approval shall deliver an application or request for action to the ARC or its designee by certified mail, with return receipt requested, or by hand delivery with signed receipt, accompanied by all pertinent details relating to the Owner's request, including, but not limited to, a floor plan, exterior elevation, site plan, full plans and abbreviated specifications, and samples of exterior materials and colors of stain or paint and the like. As soon as reasonably possible, the ARC shall indicate its approval or disapproval of the application via a written instrument, signed by a majority of the ARC members, and served to the Owner personally, by via certified mail, return receipt requested, or by email (if the Owner has consented to receive notices from the Association via email). The decision of the ARC may be appealed to the Board of Directors of the Association within ten (10) days after the date on which the ARC makes its written decision in the manner provided above. If no appeal is filed during the ten (10) days, then the decision of the ARC is final. Said appeal shall be affected by delivering a letter to the President of the Association by certified mail, with return receipt requested or by hand delivery with signed receipt, specifically identifying the decision of the ARC with respect to which the appeal is being taken. The Board of Directors of the Association shall take action on such appeal and either approve or disapprove the decision of the ARC as soon as reasonably possible. The ARC may impose conditions on the approval of any application. If such conditions are imposed and the Owner fails to comply with the conditions, the effect shall be the same as if the application had been disapproved.

# ARTICLE VIII

### GENERAL RESTRICTIONS

<u>Section 1. Application of Restrictive Covenants.</u> The general restrictive covenants contained in this Article shall apply uniformly to all Dwelling Units unless otherwise set forth herein.

Section 2. Residential Use Only. No Dwelling Unit shall be used for any purpose except for single family residential purposes. The term "single family" shall be defined to mean not more than three (3) individuals unrelated by blood, marriage or adoption and residing together as a single housekeeping unit. The term "residential" is intended to prohibit any commercial use of any portion of any Dwelling Unit. Notwithstanding the foregoing, a Dwelling Unit may be used for home office or other non-residential purposes provided that such use does not result in increased traffic to or from the Dwelling Unit, involve commercial deliveries to or from the Dwelling Unit, cause increase noise, vibration, or foul or noxious odors, involve the storage of hazardous waste or other toxic substances or materials, involve clients or customers visiting the Dwelling Unit, or otherwise cause or create any other perceptible condition or issue objectionable to the average person of ordinary disposition. Whether the conduct of business activity on a Lot violates this provision shall be determined by the Association's Board of Directors in its sole and absolute discretion.

An Owner may not lease his or her Dwelling Unit for a period of two (2) continuous years following the Owner's acquisition of title (the "Non-Lease Period"). The Non-Lease Period will begin to accrue on the date title to a Unit has transferred so that there is a new Owner who was not one of the prior Owners of that Unit.

If the Owner of a Dwelling Unit is an entity or trust, the Dwelling Unit may only be occupied during the Non-Lease Period by one or more designated representatives of the Owner (the "Designated Representatives"). In the event an occupant is required to pay any compensation to the entity or trust, or anyone acting on its behalf, in exchange for the right to occupy the Dwelling Unit, that individual shall not qualify as the Designated Representative. In the event the Owner is a corporation, the Designated Representatives must be the individual or individuals who each own at least 50% of the stock of the corporation. In the event the Owner is a partnership, the Designated Representatives must be the individual or individuals who each own at least 50% of the partnership interests. In the event the Owner is a limited liability corporation (an "LLC"), the Designated Representatives must be the individual or individuals who each own at least 50% of the membership interest of the LLC. In the event the Owner is a trust, the Designated Representatives must be the individual or individuals who are the primary beneficiaries of the trust. The intent of this paragraph is to discourage the rental of Dwelling Units and to foster continuity of residency, and the Association's Board of Directors is authorized to adopt rules and regulations consistent with the terms of this paragraph as necessary or desirable in order to carry out its intent.

Each Owner shall register with the Association all tenants of the Dwelling Unit.

Dwelling Units may be leased for a period of no less than seven (7) months, and no lease agreement shall be subject to termination during the initial seven (7) month period. The interior of a Dwelling Unit may not be subdivided to provide more than one living space. No building or other improvement situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot, and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, dormitory, halfway house, hostel, hotel, motel, housing swap or exchange, vacation rental or any other type of transient occupancy or accommodations. The listing and/or advertisement of any dwelling on any short-term rental website, including but not limited to AirBnb.com, VRBO.com and HomeAway.com, is prohibited and shall constitute conclusive evidence of a violation of the restriction prohibiting the transient rental of dwellings.

No building shall be erected, altered, placed or permitted to remain on any Lot other than a Villa, unless approved by the ARC or the Board of Directors of the Association pursuant to Article VII hereof.

<u>Section 3. No Temporary Structures.</u> No structure of a temporary home, camper, recreational vehicle, tent, shack, barn, or other similar structure or vehicle, shall be used or permitted to remain on any Dwelling Unit as a storage facility or as a residence, or other living quarters, whether temporary or permanent, unless approved by the ARC for use during construction only, the nature or character, including, but not limited to, a trailer, house trailer, or mobile home.

Section 4. Parking on the Streets. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, recreational vehicle, or any other similar vehicle shall be parked on any street, including the right-of-way thereof, overnight. No vehicle may be parked on the street between 2:00AM and 6:00AM. Street parking is prohibited on the designated pick-up day for garbage and recycling. Vehicles parked or stored in violation of this Section 4 or Section 5 are subject to being towed at the Owner's expense.

Section 5. Storage and Parking Restrictions. No boat, boat and trailer, trailer, house trailer, mobile home, camper, recreational vehicle, or any other similar vehicle shall be parked for any period of time or stored or otherwise permitted to remain in any parking area within the Limited Common Area or on any Dwelling Unit, except inside an enclosed garage attached to and comprising a part of a Dwelling Unit. Passenger vehicles only may be parked within the confines of a paved driveway leading from the street adjoining a Lot to the doorway of a garage attached to a Dwelling Unit or in a parking area within the Limited Common Area which is appurtenant to such Dwelling Unit. No automobile, truck, or other vehicle which contains commercial lettering or advertising thereon or which is associated with a business or utilized for commercial purposes shall be parked for any period of time in excess of four (4) consecutive hours or stored or otherwise permitted to remain on any Dwelling Unit except in a garage attached to a Dwelling Unit. This provision shall not apply to police or fire vehicles. This provision shall also not apply to service or maintenance vehicles on the Property presently engaged in providing services to a Dwelling Unit. The parking area adjacent

to the pool is reserved for guest parking only. Residents may not park in the pool parking area without approval from the Board of Directors (or its designee), which approval may be granted under extenuating circumstances. All residents must notify the Board of Directors (or its designee) of the make, model, and license plate number of the vehicle if their guest will be parking in the pool parking spots overnight or longer than 24 hours and obtain an extended parking permit. A guest may only use the pool parking spots for a maximum of 14 days. After 14 days, the guest must park in the Owner's driveway or garage and not on the street.

All vehicles parked on the Property must be in operable condition and display current tags and registration stickers. No vehicle of any kind which is abandoned or inoperable shall be stored or kept on any part of the Limited Common Area or in any driveway, and no automobile maintenance or repairs shall be conducted on the Property. Vehicles shall not be parked on unpaved surfaces. Vehicles in violation of this Section are subject to towing at the Owner's expense.

No vehicles belonging to any Owner or tenant, or a family member or guest of an Owner or tenant, shall be parked in such manner to impede or prevent access to the mailboxes in the community or prevent access to or from another Dwelling Unit's driveway. Owners and tenants and their family members, guests, visitors, licensees, and invitees shall obey the posted parking regulations, and any other traffic regulations for the safety, comfort and convenience of the Owners and residents. The speed limit is 15 mph.

Propane tanks, spa heaters and similar objects may be located on the Limited Common Area adjacent to a Dwelling Unit if approved in writing by the ARC.

Gasoline powered watercrafts are not permitted on Spring Lake. All watercrafts must be registered with the Board of Directors. Watercrafts must at all times be moored in the water and may not be parked or stored on the grassy areas of the shoreline, except that canoes or kayaks may be stored on an approved rack on the shoreline as close to the water as possible in lieu of mooring in the water. Watercrafts shall not be stored except directly behind the Dwelling Unit of the watercraft's owner. Each Dwelling Unit shall be permitted to maintain no more than one (1) small fishing or small pontoon boat and two (2) canoes or kayaks on the lake. Additional watercrafts must be kept in the Dwelling Unit's garage or in off-site storage. All other electric powered personal watercraft, in lieu of a boat, must be approved by the Board of Directors of the Association.

Section 6. Livestock and Animal Restrictions. No horses, cattle, swine, goats, poultry, venomous reptiles, or any other animals not customarily kept as household pets shall be raised, bred or kept on Association property. All pets must be on a leash and under control when outside of a Dwelling Unit. Dog houses, runs, kennels, tie-out chains, and/or any other pet-related structures are not permitted outside of a Dwelling Unit. No Owner, tenant or guest shall permit their pet to defecate within the Limited Common Area unless such person promptly removes and disposes of the pet waste in a sanitary manner.

No commercial or business enterprise involving the use, care, or treatment of animals shall be conducted anywhere on the Property. Commercial breeding of animals is prohibited.

Pets are not permitted in the enclosed pool area, except for a bona fide service animal assisting a resident or guest. No animal shall be left unattended on the Limited Common Area.

No resident or guest shall be allowed to keep any animal that causes or creates a nuisance within the Limited Common Area as determined in the sole discretion of the Board of Directors. Sources of nuisances may include, by way of example and not limitation, (i) animals off-leash or unattended, (ii) undisposed animal waste, (iii) abnormal noise, and (iv) behavior issues such as overt aggressiveness or hostility.

<u>Section 7. Garages.</u> No automobile garage comprising a part of a Dwelling Unit shall be permanently enclosed or converted to other use without the written permission of the ARC.

<u>Section 8. Clothes Drying.</u> No portion of any exterior Dwelling Unit or of the Limited Common Area shall be used as a drying area for towels, clothes or other laundry.

<u>Section 9. Rubbish, Trash and Recycling Containers.</u> No rubbish, trash, garbage debris, or other waste shall be kept or permitted to accumulate on any Lot or Dwelling Unit. Garbage and recycling containers must be placed at the end of driveways no earlier than 6:00 PM the night before pickup and must be returned to the garage by the end of the day when pickup occurs.

Section 10. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Dwelling Unit, nor shall anything be done or permitted to exist on any Dwelling Unit that may become a private or public nuisance. Fireworks shall not be ignited anywhere on the Property. No onsite open houses, estate sales, garage sale, yard sale, rummage sale, swap meet, flea market, farmer's market or similar event shall be conducted on any Lot.

<u>Section 11. Restrictions on Hedges.</u> No hedge over six (6) feet tall as measured from existing ground level shall be planted, placed, altered, maintained, or permitted to remain on any Dwelling Unit unless and until the height, type or location thereof have been approved by the ARC in accordance with Article VII hereof.

Section 12. Antenna Restrictions. Any owner desiring to receive either Direct Broadcast Satellites (DBS), Direct Satellite System (DSS), Multichannel Multipoint Distribution (wireless cable) providers (MMDS) and Television Broadcast Stations (TVBS) are restricted to the placement of a satellite dish no more than one (1) meter in diameter. The Owner of a Dwelling Unit shall make a reasonable attempt to install any such satellite dish at the rear of the Dwelling Unit and shall attempt to screen the dish

from view from surrounding properties if reasonably feasible. All other types of antenna or satellite dish installations are prohibited except those reception devices that are protected under federal law or regulations. No portion of the antenna or its mounting or cables shall be permitted on the Limited Common Area.

Section 13. Aesthetic and Safety Control. In order to implement effective insect, reptile and fire control, the Association and its agents shall have the right, but not the duty, to enter upon any Dwelling Unit for the purpose of removing any trash which has collected on such Dwelling Unit, which in the opinion of the Association, detracts from the value and aesthetics setting or safety of the Subdivision. Such entrance and removal shall not be deemed a trespass but shall be deemed a license coupled with an interest. The provisions of this Section shall not be construed as an obligation on the part of the Association to provide garbage or trash removal services. The costs incurred by the Association in exercising its right under this Section shall constitute an extraordinary assessment against the Owner of the particular Dwelling Unit.

<u>Section 14. Signs.</u> Any signs placed on the Property shall comply with all ARC Guidelines adopted by the Association, and the ARC is authorized to promulgate rules and regulations governing the placement of signs, including, but not limited, to "For Sale" and "For Rent" signs.

Section 15. Allowable Trim and Window Treatment. Without the prior approval of the ARC pursuant to Article VII, no owner shall install or permit the installation of any shutters, awnings, or other decorative exterior trim, except small exterior address plates and name plates of such sizes and made of such materials as the ARC shall from time to time approve. Unless otherwise approved by the ARC in any given instance, the exterior surfaces of all drapes, curtains, shutters, and other window treatments within any Dwelling Unit, which are visible from the outside of such unit, shall be white or off-white in color.

Section 16. Party Walls. All common or party walls shall be maintained by the Owners of those Dwelling Units adjoining a party wall subject to the right of the Association to maintain the same as hereinafter set forth. If an Owner or and Owner's tenant damages a party or common wall, or causes damage to the person or property of an adjoining Owner or tenant as a result of damage to a party or common wall, then such Owner who caused, or whose tenant caused, said damage shall be liable and responsible to the Association for the damages to the party wall and for all damages to persons or property resulting therefrom and for any costs incurred by the Association and/or the adjoining Owner or tenant in the collection thereof, including reasonable attorneys' fee.

All costs of reconstructing a party wall in the event such party wall is destroyed or damaged by fire or other casualty shall be borne equally by the Owners of the residences adjoining such party wall. In the event one Owner bears the entire expense of reconstructing a party wall, then the Owner of the adjoining residences shall pay to the Owner who reconstructed the party wall one-half (1/2) of all costs incurred in such

reconstruction. Such adjoining Owner of a Dwelling Unit shall have the right to enter on the other adjoining Dwelling Unit for the purpose of reconstructing a party wall.

Each adjoining Owner of a Dwelling Unit shall have an equal right to use a party wall for the support of the structural members of the Dwelling Units constructed on both adjoining Lots. Each party wall shall be subject to an easement of support for adjoining Dwelling Units, subject to payment of costs as provided above, and shall be subject to an easement for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to adjoining Dwelling Units.

Section 17. Lawn and Landscaping Maintenance. All lawn maintenance and landscaping for any areas of a Dwelling Unit not walled in shall be provided by the Association. Any and all costs incurred by the Association in performing maintenance under this Section shall be paid in a timely manner out of assessments levied by the Association, provided, however, that if an Owner has a privacy wall on his Lot, then the Association shall not have the obligation for lawn maintenance within said walled area, nor shall there be any reduction in the maintenance assessments with respect to said Dwelling Unit. In the event a lien is filed against an individual Dwelling Unit, which resulted from work contracted for the Association, the Board shall be required to have any such lien removed within sixty (60) days of notice of the existence of the lien. If damage to the lawns or landscaping, other than ordinary wear and tear, is caused by an Owner, his agents, quests, or invitees or others whose presence is authorized by such Owner, the Association shall have the right to impose an extraordinary assessment against such Owner to pay for such extraordinary costs. The Association shall have the right to enter upon any Dwelling Unit for the purpose of lawn maintenance as provided in this Section, and any such entry by the Association or its agents shall not constitute a trespass.

Section 18. Maintenance Exterior Painted Surfaces of Villas. All Villas' exterior painted surfaces shall be maintained by the Association. Any and all costs incurred by the Association in performing maintenance under this Section shall be paid in a timely manner out of assessments levied by the Association. In the event a lien is filed against an individual Dwelling Unit, which resulted from work contracted for by the Association, the Board shall be required to have any such lien removed within sixty (60) days of notice of the existence of the lien. If damage to paint, other than ordinary wear and tear, is caused by any Owner, his agents, guests, or invitees or others whose presence is authorized by such Owner, the Association shall have the right to impose an extraordinary assessment against such Owner to pay for the extraordinary costs. The Association shall have the right to enter upon any Dwelling Unit for the purpose of maintenance or replacement as provided in this Section, and any such entry by the Association or its agents shall not constitute a trespass.

<u>Section 19. Repairs and Restoration.</u> With the exception of those responsibilities specifically conferred on the Association hereunder, each Owner shall, at his sole cost and expense maintain the roofs and the exterior, except for routine painting, of his Dwelling Unit in a condition comparable to the condition the same were

in at the time of completion of the initial construction of such Dwelling Unit. With the exception of those responsibilities specifically conferred on the Association in this Second Amended and Restated Declaration, each Owner shall maintain, repair and replace, as necessary and at his or her own expense, all portions of their Lot and Dwelling Unit and the improvements thereon, including all glass, doors (including garage doors) and windows (including window frames, trim and shutters), stucco (including battens, soffits and fascia), roofs, chimneys, gutters and downspouts, foundations, decks, patios, screens, privacy walls, railings, steps and concrete flatwork. All such items shall be kept and maintained in a neat and attractive manner.

Each Owner shall reimburse the Association for any damages caused by, or repairs necessitated by, any intentional, negligent act or omission or the failure to properly maintain, repair, or make replacements to a Lot, Dwelling Unit, or improvements thereon, together with reasonable attorneys' fees and costs incurred by the Association in the enforcement of this Article VIII. In the event of a dispute between the Association and a Lot Owner related to the recovery of such damages, the Association shall have the right to recover any expenses incurred, including but not limited to reasonable attorney's fees and costs, and any fees or costs related to any pre-suit mediation, arbitration, court action, and whether incurred prior to litigation, at trial, or on appeal of any lower court judgment, by levying an extraordinary assessment against the Lot which assessment shall be collectible as provided herein.

In the event that any Dwelling Unit or Dwelling Units or any other improvements located in the Property are damaged or destroyed as a result of any casualty, including, but not limited to fire, windstorm, flood or tornado, the Owner or Owners of such Dwelling Units, or the Association if the destroyed or damaged property is located within the Limited Common Area, shall cause repair or replacement of such improvements to be commenced within thirty (30) days from the date that such damage or destruction occurs, and to complete the repair or replacement thereof within six (6) months thereafter, or as soon as reasonably practicable. All such repairs, replacements or other improvements must restore the particular Dwelling Unit to substantially their original character, design, and conditions, shall utilize and conform with the original foundation and boundaries of the original improvements, and shall be structurally compatible with any adjoining improvements which share a party wall.

In the event that the Owner of any Dwelling Unit which is so damaged or destroyed fails to commence or complete the repair or replacement of any damaged or destroyed improvements within the time periods specified above, then the Association shall have the right, but not the obligation to commence and complete the repairs or restoration required to substantially restore the improvements to their original condition in accordance with the plans and specifications for the original improvements. In the event that the Association exercises the foregoing rights, the Owner of the particular Dwelling Unit shall be deemed to have assigned to the Association all rights of said Owner to collect the insurance proceeds payable with respect to such damage or destruction under the hazard insurance policy or policies maintained by such Owner on his Dwelling Unit pursuant to Section 21 below. To the extent that the costs of restoring

or repairing such Dwelling Unit exceed the insurance proceeds received by the Association, the Association shall have the right to levy an extraordinary assessment against said Dwelling Unit in an amount equal to such excess.

Section 20. Access at Reasonable Hours. For the purposes specified in Sections 13, 16, 17, 18 and 19 above and for the purpose of enforcing the restrictions set forth herein, the Association, through its duly authorized agents, contractors, or employees, shall have a license, which shall be exercisable after reasonable notice to an Owner, to enter upon the exterior or interior of such Owner's Dwelling Unit at all reasonable hours on any day of the week.

Section 21. Insurance on Dwelling Units. Each Owner shall have an affirmative duty to obtain and maintain in full force and effect a hazard insurance policy on such Owner's Dwelling Unit, including roofs and exterior walls, in an amount not less than the full replacement value thereof and naming the Association as a coinsured thereunder. Each Owner shall deliver a copy of said policy to the Association on the date on which such Owner obtains title to his Dwelling Unit and shall deliver evidence of renewal of said policy annually thereafter. If any Owner fails or refuses to obtain or maintain such replacement cost hazard insurance on his Dwelling Unit, the Association shall have the right to purchase such insurance coverage on said Dwelling Unit as it deems appropriate. The costs of such insurance plus interest thereon at the highest rate allowable under law, shall constitute an extraordinary assessment against such Dwelling Unit. The Association shall have the right, but not the duty, to maintain a master insurance policy on all Dwelling Units, which policy, if obtained, shall be paid for from annual or extraordinary assessments levied against the Owners by the Association. Said policy shall be with an insurance company chosen by the Association and shall be in an amount sufficient to replace each structure containing Dwelling Units (not including interior furnishings and contents) if such loss is caused by the named perils in the insurance policy. The Association shall be named loss payee in said policy. Proceeds from the policy shall be paid into a special fund to be controlled by the Association for the purpose of reconstructing Dwelling Units. The Association shall be entitled to apportion said funds for reconstruction in such manner as it deems appropriate.

Section 22. Easement for Irrigation. The original Declaration reserved to the Developer an easement for the establishment, installation, and maintenance of an irrigation system to water lawns, plants, trees, and other landscaping materials over, upon, under and across any portion of any Dwelling Unit. This easement was assigned by the Developer to the Association and shall remain in effect for as long as this Declaration is effective.

<u>Section 23. Termite Bond on Dwelling Units.</u> Each Owner shall have an affirmative duty to obtain and maintain in full force and effect a termite repair and retreat bond on such Owner's Dwelling Unit. Each Owner shall deliver a copy of said bond to the Association and shall deliver evidence of renewal of said bond annually thereafter. If any Owner fails or refuses to obtain or purchase such bond as it deems appropriate,

then the costs of such purchase, plus interest at the highest rates allowable under law, shall constitute an extraordinary assessment against the Dwelling Unit. The Association is authorized to promulgate Rules further elaborating an Owner's obligation to obtain such bond, addressing, but not limited to, such items as type of bond, coverages and levels required, etc. The Association shall have the right, but not the duty, to maintain a master termite bond on all Dwelling Units, which bond, if obtained, shall be paid from annual or extraordinary assessments levied against the Owners of the Association. Each Dwelling Unit shall have ownership of its portion of said bond and shall remain the responsibility of Owner.

# **ARTICLE IX**

# EASEMENTS FOR THE BENEFIT OF OWNERS

Certain of the Lots will be developed as "zero lot line" lots, which means, in part, that Dwelling Units constructed on said Lots shall be so positioned that one or more of the exterior walls of the Dwelling Unit shall abut, or lie in close proximity to, a side or rear Lot line of such lot. In those instances where a Living Unit is located on a Lot (hereinafter called the "Dominant Lot") such that an exterior wall of the Dwelling Unit abuts or lies within four (4) feet of the side or rear lot line of the Dominant Lot (hereinafter called the "Zero Lot Line"), and the Owner of the Dominant Lot shall have, and is hereby granted, an easement of ingress and egress over and across a five (5) foot wide area of the Lot or Lots which abut the Zero Lot Line, which easement shall run along the Zero Lot Line for the length of said Zero Lot Line and extend by five (5) feet into the Lot or Lots abutting the Zero Lot Line. The easement herein granted shall be for the sole purpose of such maintenance, repairs and restoration of the exterior wall and roof of the Dwelling Unit as are the responsibility of the Owner, on the Dominant Lot, which abuts or lies within close proximity to the Zero Lot Line and for allowing projections and overhangs from the Dwelling Unit constructed on the Dominant Lot to project into the airspace of the subservient Lot(s) to the extent of the five (5) foot easement created by this Article IX. This Article is not intended and shall not be interpreted to allow the Owner of the Dominant Lot to build permanent structures on any subservient Lot, nor to allow the Owner of the Dominant Lot to fence the easement created by this Article. The Owner of any Dominant Lot shall be liable to each Owner of a subservient Lot for all damages and injury to property and persons resulting from the exercise by the Owner of the Dominant Lot of the foregoing easement. To the extent required for the Association to exercise any of its rights and powers set forth in the Declaration, the foregoing easements shall inure to the benefit of the Association as well.

# **ARTICLE X**

# COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that it is in the interests of all Owners that the right to use and enjoyment of the Limited Common Area and the nonexclusive right to use the Recreational Facilities be retained by the Owners of Dwelling Units, it is therefore declared that such rights shall remain undivided, and no Owner shall have any right at law or equity to seek partition or severance of such rights. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Limited Common Area of the Recreational facilities in any manner other than as an appurtenance to and in the same transaction with a transfer of title to a Dwelling Unit. Any conveyance or transfer of a Dwelling Unit shall include the right to the use and enjoyment of the Limited Common Area and the nonexclusive right to use the Recreational Facilities appurtenant to such Dwelling Unit, subject to reasonable rules and regulations promulgated by the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Dwelling Unit is conveyed.

# **ARTICLE XI**

## MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

<u>Section 1. Membership.</u> Every person or entity who is a record owner of a fee simple interest or undivided interest in fee simple in any Dwelling Unit which is subject to assessment by the Association shall be a Member of the Association; provided, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. No tenant of an Owner shall be a Member.

<u>Section 2. Voting Rights.</u> Each Member shall be entitled to one (1) vote for each Dwelling Unit owned by such Member and in no event shall more than one (1) vote be cast with respect to any such Dwelling Unit. If two (2) or more Members own record title to any Dwelling Unit, the vote of such Members may be exercised only by a majority in interest of such Members.

# ARTICLE XII

# **GENERAL PROVISIONS**

<u>Section 1. Enforcement.</u> 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 any of the aforesaid to enforce any covenant or restriction

herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any lawsuit brought to enforce the terms of this Declaration shall recover his or her attorney's fees incurred in said action, including fees incurred on appeal, from the non-prevailing party.

<u>Section 2. Severability.</u> Invalidation of any one of these covenants or restrictions by judgment and court order shall in no way affect any other provisions, all of which shall remain in full force and effect.

Section 3. Covenants to Run with the Land. The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the Owner of each Dwelling Unit and the appurtenant undivided interest in the Limited Common Area and upon the heirs, personal representatives, successors and assigns of each Owner, and the same shall likewise be binding upon the Developer and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten (10) year periods unless terminated by a two-thirds (2/3) vote of the Members at a meeting called for such purpose.

Section 4. Amendment of Declaration. This Declaration may be amended in whole or part upon the affirmative vote of two-thirds (2/3) of the Association's total Membership at a duly called meeting of the Association. No such amendment shall be effective until such time as it is recorded in the Public Records of Orange County, Florida. Any amendment which would affect the surface water management system, including the water management portion of the Limited Common Area, must have the prior approval of Orange County, Florida and of the Water Management District having jurisdiction over the property.

IN WITNESS WHEREOF, this Amendment has been executed by more than 2/3 of the Lot Owners of record on the dates as set forth next to each signature attached below. All Signature pages attached hereto are hereby incorporated fully into this document.

# **EXHIBIT "A"**

# SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

Pursuant to Section 617.1007, Florida Statutes, these Second Amended and Restated Articles of Incorporation are adopted by SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, for the purposes set forth below. These Second Amended and Restated Articles are a complete restatement and supersede any prior Articles of the Association and amendments thereto.

# **ARTICLE I**

# **NAME**

The name of the corporation shall be SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

# **ARTICLE II**

# PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 101 Sunnytown Rd., Casselberry, Florida 32707.

### ARTICLE III

# REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association shall be 111 N. Orange Avenue, #1400, Orlando, Florida 32801, and the name of the Registered Agent for the Association at that address is Becker & Poliakoff, P.A.

# <u>ARTICLE IV</u>

# PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the Dwelling Units, Lots and Limited Common Area including the Recreational Facilities (such capitalized terms being defined in the

Declaration identified in Paragraph (a) below) within that certain tract of property described on Exhibit "A" attached hereto, which has been subdivided into a subdivision to be known as Somerset Shores, and containing 46 residential lots, plus common areas (hereinafter referred to as the "Property"); and to promote the health, safety and welfare of the residents within the Property and for the foregoing purposes the Association shall have the right, power and duty to:

- (a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association set forth in that certain Second Amended and Restated Declaration of Covenants and Restrictions (herein called the "Declaration"), applicable to the Property and recorded or to be recorded in the Public Records of Orange County, Florida, as the same may be amended from time to time as therein provided, the Declaration being incorporated herein as if set for the herein in its entirety;
- (b) Maintain, repair, restore, make additions to and replace the Limited Common Area and the improvements therein and thereon, including, without limitation, the Recreational facilities and hire such personnel, acquire such equipment and contract for such services (including lawn and other maintenance services) and enter into such other contracts as the Association at any time determines to be necessary or desirable to carry out its duties;
- (c) Maintain, including replacement, when necessary, the exterior paint of Dwelling Units and hire such personnel, acquire such equipment, and contract for such services and enter into such other contracts as the Association at any time determines to be necessary or desirable to carry out its duties, including payment for same in a timely manner. In the event a lien is filed against an individual Lot or Dwelling Unit, which resulted from work contracted for by the Association, the Board shall be required to have any such lien removed within sixty (60) days of notice of the existence of the lien;
- (d) Maintain, including replacement, when necessary, the landscaping, including lawns, trees, shrubbery, and sprinkler system on each Lot within the subdivision and hire such personnel, acquire such equipment, and contract for such services and enter into such other contracts as the Association at any time determines to be necessary or desirable to carry out its duties, including payment for same in a timely manner. In the event a lien is filed against an individual Lot or Dwelling Unit, which resulted from work contracted for by the Association, the Board shall be required to have any such lien removed within sixty (60) days of notice of the existence of the lien;
- (e) Obtain and maintain fire and extended coverage and public liability insurance covering the Association and its property, including the Limited Common Area, and other insurance coverage as the Association deems appropriate, all of

such policies to be in such amounts as the Association may from time to time determine;

- (f) Administer the affairs of the Association and in connection therewith hire personnel, contract for services (including management and accounting services), purchase supplies and equipment, retain attorneys and accountants, and enter into such other contracts and incur and pay other such costs and expenses as the Association deems necessary or desirable to manage and administer the business and affairs of the Association;
- (g) Fix, levy, collect and enforce payment by any lawful means all charges or assessments made pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against any property of the Association;
- (h) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (i) Borrow money, with the assent of two-thirds (2/3) of the members voting at a meeting at which a quorum is established, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (j) Dedicate, sell, or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members of the Association agreeing to such dedication, sale or transfer;
- (k) Have and exercise any and all powers, rights, and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

# <u>ARTICLE V</u>

### **MEMBERSHIP**

Every person or entity who is a record owner of a fee simple or undivided fee simple interest in any Lot or Dwelling Unit which, pursuant to the Declaration, is subject to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be

separated from ownership of any Lot or Dwelling Unit which is subject to assessment by the Association.

# **ARTICLE VI**

# **VOTING RIGHTS**

Each Member shall be entitled to one (1) vote for each Lot or Dwelling Unit owned by such Member and in no event shall more than one (1) vote be cast with respect to any such Lot or Dwelling Unit. If two (2) or more members own record title to any Lot or Dwelling Unit, the vote of such Members may be exercised only by a majority in interest of such Members.

# **ARTICLE VII**

# **BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of Directors composed of five (5) Directors who shall be members of the Association. The Directors shall serve until their successors are elected in accordance with the Bylaws of the Association.

# **ARTICLE VIII**

# **OFFICERS**

The Corporation shall have a President, Vice President, Secretary and Treasurer, and such other officers as permitted in the Bylaws.

Officers shall be elected biennially by the Directors and shall hold office for a two (2) year period from the date of the election.

# **ARTICLE IX**

# DISSOLUTION

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

# **ARTICLE X**

# **DURATION**

The Association shall exist perpetually.

# **ARTICLE XI**

# **AMENDMENTS**

Amendment of these Articles shall require the vote of not less than two-thirds (2/3) of the Board of Directors, subject to limitations set forth in the Bylaws.

Wherefore, these Second Amended and Restated Articles of Incorporation were

	membership executing a written consent on this, 202
	SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.
	By: De Court 7 Steinmer Print Name: Prorat F. Steinmetz
	Attest: Junda Hagerty Secretary
STATE OF FLORIDA	Print Name: Linda Hage-Hag
COUNTY OF Organ	CV / L
November, 2022, by 12	day of the shown to me or produced identification
Junda Hagerty, Secr	as identification, and etary of the Association, who is personally known as identification.
	as identification.
Notary Public 4	
My Com	RTH SON icc-State Gorda on # HH 142926 mission Expires e 16, 2025

#### **EXHIBIT "B"**

# SECOND AMENDED AND RESTATED BYLAWS OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

These Second Amended and Restated Bylaws of Somerset Shores Homeowners Association, Inc. are a complete restatement and supersede any prior Bylaws of the Association and amendments thereto.

# **ARTICLE I**

# NAME AND LOCATION

The name of the corporation is SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC., hereafter referred to as the "Association".

# **ARTICLE II**

# **PURPOSE**

The purpose of this Association shall be to promote sound growth, progressive civic improvement, beautification, and healthy residential and recreational development of the area included in, surrounding, and contiguous to Somerset Shores subdivision.

# **ARTICLE III**

# **DEFINITIONS**

- <u>Section 1.</u> "Association" shall mean and refer to SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.
- <u>Section 2.</u> "Lot" shall mean and refer to any lot in Somerset Shores subdivision according to the plat thereof as recorded in Plat Book 29, Page 53, Public Records of Orange County, Florida.
- <u>Section 3.</u> "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.
  - Section 4. "Member" shall mean and refer to each person who is an Owner.
- <u>Section 5.</u> "Declaration" shall mean and refer to the Second Amended and Restated Declaration of Covenants and Restrictions for Somerset Shores, Orange

County, Florida and Notice Regarding Somerset Shores Homeowners Association, Inc. applicable to Somerset Shores.

<u>Section 6.</u> All other capitalized terms used herein shall have the same meaning as such terms have in the Declaration.

# **ARTICLE IV**

# **ADMISSION TO MEMBERSHIP**

Membership shall be automatic upon becoming an Owner. A Member in good standing is one whose assessments have been paid to the Association in a timely fashion. Members not in good standing may be reinstated upon application to the Board of Directors and payment of all back assessments which have accrued during the period of non-good standing. Membership is not transferable and shall automatically terminate when a Member is no longer an Owner.

# **ARTICLE V**

### **ASSESSMENTS**

Assessments shall be determined and charged in the manner set forth in the Declaration. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of each calendar year. Assessments remaining uncollected thirty (30) days after the due date will be sufficient grounds for a Member to be placed in a non-good standing status, unless suitable prior arrangements have been made with the Association. There shall be no reimbursements of assessments.

### ARTICLE VI

### **MEETING OF MEMBERS**

<u>Section 1. Annual Meetings</u>. The Association shall hold an annual meeting of the membership every year on a date, hour, and location to be set by the Board of Directors.

<u>Section 2. Special Meetings.</u> 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 Members who are entitled to vote one-fourth (1/4) of all of the votes.

<u>Section 3. Notice of Meetings.</u> Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary 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 meetings and, in the case of a special meeting, the purpose of the meeting.

<u>Section 4. Quorum.</u> The presence at the meeting of Members and of proxies entitled to cast thirty percent (30%) of the total votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, or these Bylaws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the 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.

<u>Section 5. Proxies.</u> 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. No proxy shall be valid for more than ninety (90) days.

# **ARTICLE VII**

# **BOARD OF DIRECTORS; TERM OF OFFICE**

<u>Section 1. Number.</u> The affairs of this Association shall be managed by a Board of five (5) Directors (the "Board"), who shall be Members of the Association.

<u>Section 2. Term of Office.</u> The term of office of each Director shall be two (2) years. The term of office shall extend from the time of election to the next election thereafter.

In addition to the Board of this Association, as hereinbefore described, the immediate past President of the Association, shall become an ex-officio member of the Board of Directors, for the year immediately following his term of office as President, but shall not be entitled to vote, unless the immediate past President remains on the Board by virtue of his election to the Board.

The business and property of the Corporation shall be managed by the Board. The Board shall have full control over the affairs of the Association and shall be authorized to exercise all of the corporate powers, by a majority vote of the Directors, unless otherwise provided by these Bylaws.

<u>Section 3. Removal.</u> 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 the 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.

<u>Section 4. Compensation.</u> No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

# **ARTCLE VIII**

# NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board shall be made by a Nominating Committee which shall be appointed by the Board in the manner specified below. Nominations may also be made from the floor at the biennial election. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each biennial election, to serve from the conclusion of such election until the next election and such appointments shall be announced at each election. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may be made only from among Members.

<u>Section 2. Election.</u> Election to the Board shall be by secret written ballot. At such election, members, or their proxies, may cast, in respect to each vacancy, one vote per Lot. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

# **ARTICLE IX**

# **MEETING OF DIRECTORS**

<u>Section 1. Regular Meetings.</u> A regular meeting of the Board shall be held routinely at such place and hour as may be fixed from time to time by resolution of the Board. Notice of such meetings shall be provided to the members not less than 48 hours prior to the meeting by posting such notice in a conspicuous location in the community.

<u>Section 2. Special Meetings.</u> Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' prior notice to each Director.

<u>Section 3. Quorum.</u> A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors at a duly held meeting at which a quorum is present, or by a written consent signed by all of the Directors, shall be an act of the Board.

# **ARTICLE X**

# POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

A. Adopt and publish rules and regulations governing the use of the Limited Common Area, Lots and the Recreational Facilities (as defined and identified in the

Declaration) and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

- B. Suspend the voting rights and right to use of the Recreational Facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.
- C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association in the Declaration, the Articles of Incorporation, as amended, and these Bylaws, as amended, which are not reserved to the Members by other specific provisions of the Articles of Incorporation or these Bylaws.
- D. Declare the office of a Member of the Board of Directors to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board.
- E. Exercise such other powers ordinary, reasonable, and necessary to the functioning of the Association.

# 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 entitled to vote.
- B. Supervise all officers, agents and employees of this Association and see that their duties are properly performed.
- C. Determine the amounts of all annual, extraordinary, and special assessments with respect to all Lots and Dwelling Units as provided in the Declaration.
- D. Procure and maintain adequate liability and hazard insurance on any property owned by the Association.
- E. Cause all officers or employees having fiscal responsibilities to be bonded, as it may be deemed appropriate.
- F. Cause the Limited Common Area, exterior painted surfaces of Dwelling Units, and landscaped areas of each Lot to be maintained, and pay all parties providing services in connection with this duty of the Board in a timely manner. In the event a lien is filed against an individual Lot or Dwelling Unit, which resulted from work contracted for by the Association, the Board shall be required to have any such Lien removed within sixty (60) days of the notice of the existence of the lien.
- G. Perform all duties of this Association specified in the Declaration, including, without limitation, foreclosing the lien against any Lot or Dwelling Unit for non-payment of any assessment.

H. Issue, or cause an appropriate officer to issue, upon demand by any 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 any such certificates. If a Certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

# **ARTICLE XI**

# **OFFICERS AND THEIR DUTIES**

- <u>Section 1. Officers.</u> The officers of this Association shall be a President and Vice President, who shall at all times be Members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.
- <u>Section 2. Election of Officers.</u> The election of officers shall take place biennially at the first meeting of the Board of Directors following each election.
- <u>Section 3. Term.</u> Each officer of this Association shall be elected biennially by the Board and shall hold office for two (2) years unless he or she shall sooner resign, be removed, or otherwise be disqualified to serve.
- <u>Section 4. Special Appointments.</u> The Board may elect such other officers as they deem appropriate, 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.
- <u>Section 5.</u> Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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.
- <u>Section 6. Vacancies.</u> A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.
- <u>Section 7. Multiple Offices.</u> The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices 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. <u>President.</u> The President shall preside at all meetings of the Board of Directors, see the orders and resolutions of the Board are carried out and perform such other duties as ordinarily pertain to that office.

- B. <u>Vice President.</u> 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 exercise and discharge such other duties as may be required of him by the Board.
- C. <u>Secretary</u>. 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, maintain in his possession a revolving fund of the Association's monies in an amount not to exceed \$100.00 for the purpose of purchasing postage stamps, stationery and other necessary supplies for the use of the Association, and perform such other duties as required by the Board.
- D. <u>Treasurer.</u> It shall be the duty of the Treasurer or the Association's designated agent to safely keep all monies of the Corporation, which may come into his hands from time to time, and to pay out the same by check or draft for all budgeted items. All unbudgeted items shall be paid by the Treasurer or the Association's designated agent upon approval of the Board. The Treasurer shall keep accurate books of account of all financial transactions and generally performs all other duties pertaining to his office which may be required by the Board. He shall promptly deposit all monies of the Association as the same may come into his hands in such bank or trust company or companies as may be designated by the Board of Directors. Such deposits shall be in the name of and shall only be made to the bank accounts of the Association. Duties customarily performed by the Treasurer may be assigned by the Board to designated agents.

# **ARTICLE XII**

# COMMITTEES

The Association shall appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws.

The Association may, from time to time, appoint committees and delegate to them such authority as may be deemed advisable by the Board, so long as the same shall be within the limits of the Board's authority and discretion.

Committees may be added as deemed appropriate in carrying out the purpose of the Association. All committee chairmen shall be appointed by a majority vote of the Board of Directors. Such chairmen shall serve at the discretion of the Board and may be removed from office by a majority vote of the Board.

# **ARTICLE XIII**

# **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 Member. The Articles of Incorporation and the Bylaws of the association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

# **ARTICLE XIV**

# **ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual, extraordinary and special assessments which are secured by a continuing lien upon the Lots and Dwelling Units 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 the delinquency at the maximum rate of interest permitted by law 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 Lot or Dwelling Unit. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability of the assessments provided for herein by non-use of the Limited Common Area or Recreational Facilities or abandonment of his Lot or Dwelling Unit.

# ARTICLE XV

# **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

# <u>ARTICLE XVI</u>

# <u>AMENDMENTS</u>

<u>Section 1.</u> These Bylaws may be amended at a regular or special meeting of the Members by a majority vote of the quorum of Members present in person or by proxy.

<u>Section 2.</u> In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

# 20220696957 Page 36 of 73

This is to certify that this Second Amended and Restated Bylaws of Somerset Shores Homeowners Association, Inc. was duly adopted by the Associations membership by 2/3 of the Association's Members executing a written consent.

at Somerset Shores, with a street at Somerset Shores, with a streetstreet	hereby consent and join in the execution of DECLARATION OF COVENANTS AND RANGE COUNTY, FLORIDA AND NOTICE IERS ASSOCIATION, INC. and state that this document. In addition, I/We consent to the TATED BYLAWS OF SOMERSET SHORES
Owner (signature) — Sedersen	Mayore Vedersen Owner (signature)
Print Name: <u>Peter Pectersen</u> Address: 7.301 Somerset Shores Ct. Orlando, 74 32819	Print Name: Marjarie Federson Address: 1301 Somersot Shores Ct. Orlando, 7L 30819
STATE OF FLORIDA COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged of [ ] online notarization this of the cond   ] briorie Pederson who [ ] produced	before me by means of [v] physical presence day of 202 by who [X] is/are personally known to me or as identification.
Notary Public  Notary Public  Lisoprah F. Steinmetz  Print Name  My Commission Expires Yangary 5, do 6	DEBORAH F. STEINMETZ MY COMMISSION # HH 173462 EXPIRES: January 5, 2026 Bonded Thru Notary Public Underwriters
0 /	

I/We Sandre of Travis Fondren the undersigned Owner(s) of Lot at Somerset Shores, with a street address of 7307 Somerset Shores (the Second Amended And Restated Declaration of Covenants and Restrictions for somerset shoes, orange county, florida and notice Regarding somerset shores homeowners association, inc. and state that this signature page shall be incorporated into said document. In addition, I/We consent to the adoption of the Second Amended And Restated Bylaws of Somerset Shores Homeowners association, inc. pursuant to § 617.0701(4), Florida Statutes.
Owner (signature)  Owner (signature)  Owner (signature)
Print Name: TRAVIS FONDREN Print Name: Stride Fondren  Address: 7307 Somerset Shores Ct  ORLANDS, Fl. 32819  Driands, Fl. 32819
STATE OF FLORIDA COUNTY OF ORANGE
THE FOREGOING instrument was acknowledged before me by means of [V] physical presence or [ ] online notarization this <u>form</u> day of <u>Comber</u> . 2023, by <u>Travis and Sandra Tradren</u> , who [V] is/are personally known to me or who [ ] produced as identification.
Notary Public  Notary Public  DEBORAH F. STEINMETZ  MY COMMISSION # HH 173462  EXPIRES: January 5, 2026  Print Name  My Commission Expires: Linuary 5, 2026  Bonded Thru Notary Public Underwriters

at Somerset Shores, with a street  SHORES  THORES  THO	address of
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Owner (signature) /	Owner (signature)
Print Name JOSEP14 CORNUELL	-Print Name
Address. 7313 SomERset 5 Hd	######################################
Ollarvo FL 328	/9
STATE OF FLORIDA COUNTY OF ORANGE	
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Deborah F. Steinmet  Deborah F. Steinmet  Print Name	DEBORAH F. STEINMETZ MY COMMISSION # HH 173462 EXPIRES: January 5, 2026 Bonded Thru Notary Public Underwriters
My Commission Expires: Vanuary 5, 2026	,
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signature page shall be incorporated into said adoption of the SECOND AMENDED AND RES HOMEOWNERS ASSOCIATION, INC. pursuant to	LATED DVI MMC OF COMEDOES CHASES
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Owner (signature)	Owner (signature)
Print Name: JOSSOA HAYAGA	
Address: 7325 Someset Shows CT	Print Name:
Orlowlo FL 37819	Address
STATE OF FLORIDA COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged to	Defore me by means of [ <b>V</b> physical presonce
Town to the second title 15	by of <b>UCTUBE</b> 202 2. by
the Milander of St	who [ ] is/are personally known to me or as identification.
Mug 99	<del>_</del>
Notary Public	SEAL:
Savor Fee	
Print Name	SARA FEE
My Commission Expires. June 7, 2025	MY COMMISSION # HH 139230 EXPIRES: June 7, 2025

I/We SHARDN PIERCE VANCE  at Somerset Shores, with a street	the undersigned Owner(s) of Lot
at Somerset Shores, with a street	address of 1337 SOMERSET
SHOKES CT DRIANDO, FL. 32819 do the SECOND AMENDED AND RESTATED	nereby consent and join in the execution of
THE SECOND AMENDED AND RESTATED RESTRICTIONS FOR SOMERSET SHOES. OF	
REGARDING SOMERSET SHOES. OF	
signature page shall be incorporated into said of	
adoption of the SECOND AMENDED AND REST	
HOMEOWNERS ASSOCIATION, INC. pursuant to	
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Owner (signature)	Owner (signature)
Owner (signature)	Owner (signature)
Print Name: SHARON PLEKCE VANCE	Drint Mama:
	Print Name:
Address: <u>7337 Somerset Shores C</u> T.	Address:
ORLANDO, FL. 32819	
STATE OF FLORIDA	
COUNTY OF ORANGE	
	W
THE FOREGOING instrument was acknowledged	before me by means of [/ ] physical presence
or [ ] online notarization this 6th d	lay of <u>(ztuber</u> 202 <u>a)</u> by
Shoron P. Vance	who [A] is/are personally known to me or
who [ ] produced	as identification.
~	
Debough 7 Steenmus	
Notary Public	SEAL:
	DEBORAH F. STEINMETZ
Deborgh F. Steinmetz	MY COMMISSION # HH 173462
Print Name	EXPIRES: January 5, 2026  Bonded Thru Notary Public Underwriters
My Commission Expires Vanuary 5, 2026	Washington Sourced Title recently Provide Underwinders

inc.
The undersigned Owner(s) of Lot at Somerset Shores, with a street address of 73 49  do hereby consent and join in the execution of the SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHOES, ORANGE COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. and state that this signature page shall be incorporated into said document. In addition, I/We consent to the adoption of the SECOND AMENDED AND RESTATED BYLAWS OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. pursuant to § 617.0701(4). Florida Statutes.
Owner (signature)  Print Name: Direct Little Mil Print Name:  Address: 7349 Somerset Shores Claddress:  Crlando 74 32819
STATE OF FLORIDA COUNTY OF ORANGE
THE FOREGOING instrument was acknowledged before me by means of [X] physical presence of [X] online notarization this [X] had of OCTOPE 2022, by ONET OCCUPTED who [X] is/are personally known to me or who [X] produced as identification.
Notary Public  Notary Public  SEAL  DEBORAH F. STEINMETZ MY COMMISSION # HH 173462  EXPIRES: January 5, 2026  Bonded Thru Notary Public Underwitters  My Commission Expires Languary 5, 2026

	address of 7403 Somerset Shores CT. hereby consent and join in the execution of DECLARATION OF COVENANTS AND RANGE COUNTY. FLORIDA AND NOTICE ERS ASSOCIATION, INC. and state that this document. In addition, I/We consent to the TATED BYLAWS OF SOMERSET SHORES
Linda Hagerty Owner (signature)	Owner (signature)
Print Name: Linda Hagerty  Address: 7403 Somerset Shores Ct  Orlando FL 32819	Print Name: Address:
STATE OF FLORIDA COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged or [ ] online notarization this d	before me by means of [X] physical presence ay of Otober . 2027. by who [X] is/are personally known to me or as identification.
Notary Public  Stacy Ann Cross  Print Name  My Commission Expires:	SEAL:  STACY ANN CROSBY  Notary Public-State of Florida  Commission # PH 76251  My Commission Expires  January 03, 2025

at Somerset Shores, with a street  SHOKES CT 32819 do the SECOND AMENDED AND RESTATED RESTRICTIONS FOR SOMERSET SHOES, OR REGARDING SOMERSET SHORES HOMEOWNE signature page shall be incorporated into said d adoption of the SECOND AMENDED AND REST HOMEOWNERS ASSOCIATION, INC. pursuant to	hereby consent and join in the execution of DECLARATION OF COVENANTS AND ANGE COUNTY, FLORIDA AND NOTICE ERS ASSOCIATION, INC. and state that this ocument. In addition, I/We consent to the TATED BYLAWS OF SOMERSET SHORES
Kathyn Barrett Owner (signature)	Owner (signature)
Print Name: <u>Mothryn E. Barrett</u> Address: <u>7409 Somerset</u> Shures Ct. Orlando, 71 32819	Print Name:
STATE OF FLORIDA COUNTY OF ORANGE	
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Debrah F. Steinmetz Print Name My Commission Expires: Jenuary 52026	SEAL:  DEBORAH F, STEINMETZ  MY COMMISSION # HH 173462  EXPIRES: January 5, 2026  Bonded Thru Notary Public Underwriters

the undersigned Owner(s) of Lot at Somerset Shores, with a street address of 7415 Somerset Shores of the Second Amended And Restated Declaration of Covenants and Restrictions for somerset shoes, orange county, florida and notice Regarding somerset shores homeowners association, Inc. and state that this signature page shall be incorporated into said document. In addition, I/We consent to the adoption of the Second Amended And Restated Bylaws of Somerset shores homeowners association, I/C. pursuant to § 617.0701(4), Florida Statutes.
Milura
Owner (signature)
Print Name: Martha Li Puma Print Name:
Address: 7415 SomerseTShoresCt. Address:
STATE OF FLORIDA COUNTY OF ORANGE
THE FOREGOING instrument was acknowledged before me by means of 1 physical presence or [ ] online notarization this day of, 2022, by, 2022, by, who is/are personally known to me or who [ ] produced as identification.
Notary Public SEAL:
DORENE ANN PEERY Print Name My Commission Expires:  DORENE ANN PEERY Notary Public - State of Florida Commission # HH J01858 My Comm. Expires Sep 28, 2026 Bonded through National Notary Assn.

at Somerset Shores, with a street	the undersigned Owner(s) of Lot address of 742/
the SECOND AMENDED AND RESTATED RESTRICTIONS FOR SOMERSET SHOES, OR REGARDING SOMERSET SHORES HOMEOWNE signature page shall be incorporated into said di adoption of the SECOND AMENDED AND REST HOMEOWNERS ASSOCIATION, INC. pursuant to	ANGE COUNTY, FLORIDA AND NOTICE ERS ASSOCIATION, INC. and state that this ocument. In addition, I/We consent to the ATED BYLAWS OF SOMERSET SHORES
	Many
Owner (signature)	Owner (signature)
Print Name: SAXA NEMIC MD	Print Name: NADA HENIC  Address: 7421 Sincres Sugger Court
Address: 7421 Seneviet SHORET COURS	Address: 7421 Sneps Court
CRLANDO, FL 32519	ORLANDO, FL 3319
STATE OF FLORIDA COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged to [ ] online notarization this 7 days Vence Nocle Nence who [ ] produced	pefore me by means of [X] physical presence by of November, 202 by who [X] is/are personally known to me or as identification.
Notary Public  Deborah F. Steinmetz  Print Name	SEAL:  DEBORAH F. STEINMETZ  MY COMMISSION # HH 173462  EXPIRES: January 5, 2026
Print Name  My Commission Expires: Antry 5 202	#1 '975.550' O00000 thri Motore Debte (1.4
· / <del>\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \</del>	

I/We S. Robert and Minello Stentill the at Somerset Shores, with a street address	of 1022 Inmedea (Miles C)
the SECOND AMENDED AND RESTATED DECLAR RESTRICTIONS FOR SOMERSET SHOES, ORANGE COREGARDING SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. pursuant to § 617.070	INSENT AND JOIN IN THE EXECUTION OF COVENANTS AND OUNTY, FLORIDA AND NOTICE DCIATION, INC. and state that this In addition, I/We consent to the YLAWS OF SOMERSET SHORES
Owner (signature) Owner (s	ignature)
Print Name: S. Robert Stankill Print Nar Address: THZZ Somewat Shores Address: birlando, Fl	1422 Somerset Shory Orlando FT
STATE OF FLORIDA COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged before me or [ ] online notarization this	S/are nersonally known to the or
Deboral 7. Stemmet SEAL:  Deborah F. Steinmet  Print Name My Commission Expires: January 5. 2026	DEBORAH F. STEINMETZ MY COMMISSION # HH 173462 EXPIRES: January 5, 2028 Bonded Thru Notary Public Underwriters
My Commission Expires: January - Avak	

at Somerset Shores, with a street Shores of ASSIGN to the SECOND AMENDED AND RESTATED RESTRICTIONS FOR SOMERSET SHOES, OR REGARDING SOMERSET SHORES HOMEOWNES signature page shall be incorporated into said diadoption of the SECOND AMENDED AND REST HOMEOWNERS ASSOCIATION, INC. pursuant to	hereby consent and join in the execution of DECLARATION OF COVENANTS AND ANGE COUNTY, FLORIDA AND NOTICE ERS ASSOCIATION, INC. and state that this ocument. In addition, I/We consent to the TATED BYLAWS OF SOMERSET SHORES
1/1/10	Owner (signature)
Print Name: ALR & HORGERT LYLES	
STATE OF FLORIDA COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged to [ ] online notarization this/9 H da who [/] produced Flocials Driver License	
Notary Public  Deborgh F. Steinmet L  Print Name  My Commission Expires: January 5. 200	SEAL:  DEBORAH F. STEINMETZ MY COMMISSION # HH 173462 EXPIRES: January 5, 2026 Bonded Thru Notary Public Underwriters

I/We	Wendy Chen	the	undersigned Owner(s) of Lot
	at Somerset Shores, with a street	address of	7428 Somerset Shores Ut
	Orlando, FL 32819 do	nereby cons	FIGN OF COVENANTS AND
the S	SECOND AMENDED AND RESTATED RICTIONS FOR SOMERSET SHOES, O	DECLARA DANCE COI	INTY FLORIDA AND NOTICE
REST	RICTIONS FOR SUMERSET SHOES, OF RDING SOMERSET SHORES HOMEOWN	LEBS ASSOL	PIATION INC. and state that this
REGA	ure page shall be incorporated into said	document	n addition I/We consent to the
adoptic	on of the SECOND AMENDED AND RES	TATED BYL	AWS OF SOMERSET SHORES
HOME	OWNERS ASSOCIATION, INC. pursuant to	o § 617.0701	(4), <u>Florida Statutes</u> .
1101112		Ū	,
,	Send Chin		
		Owner (sig	matura)
Owner	r (signature)	Owner (sig	nature)
Print N	vame: WENDY CHIEN ss: 7428 Somerset Shores Ct Orlando, FL 32819	, Print Name	3:
Addre:	ss: 7428 Somerset Shores Ct	· Address: _	
	Extando, F1 32819		
	0.(2	_	
	- 05 FL 00/D4		
	E OF FLORIDA ITY OF ORANGE		
COUN	ITY OF ORANGE		
THE E	OREGOING instrument was acknowledged	l before me b	y means of [X] physical presence
or f	online notarization this /sm	day of $\underline{G}$	<u>166er</u> , 202 <u> </u>
7	Dendy Chen	, who [Ⅺ] is/	are personally known to me or
who [	online notarization this /strong	as ider	ntification.
	ı		
Λ.	La La A Strait		
<u> </u>	bouch 7- Steinmet	SEAL:	DEBORAH F. STEINMETZ
Notary	y Public	OLAE.	MY COMMISSION # HH 173462 EXPIRES: January 5, 2026
1/01	much to Steinmetz		Bonded Thru Notary Public Underwriters
My Co	name ommission Expires: Vanuary 5, 20	36	

#We Wendy Chen, Edward Thom at Somerset Shores, with a street	the unders	signed Owner(s) of Lot 28 Somerset Shores Ct
at Somerset Shores, with a street	hereby consent a	ind join in the execution of
orlando, FL 32819 do the SECOND AMENDED AND RESTATED RESTRICTIONS FOR SOMERSET SHOES, OF REGARDING SOMERSET SHORES HOMEOWN	EDS ASSOCIATIO	ON INC. and state that this
signature page shall be incorporated into said adoption of the SECOND AMENDED AND RES HOMEOWNERS ASSOCIATION, INC. pursuant to	INIED DIFUND	0. 002
Elwas L		
Owner (signature)	Owner (signature	e) \
Print Name: EN War. / Thom	Print Name:	
Address: 7428 SOMERSET SHURE>	Address:	
DRIANDO. FLA. 32819		
STATE OF FLORIDAT NEW TENCY COUNTY OF DRANGE Alabe		
THE FOREGOING instrument was acknowledged or [ ] online notarization this	before me by me day of who [ ] is/are p as identifica	ans of [ ] physical presence // 2022 by ersonally known to me or ation.
Notary Public	0541	MICHAELE VITAL:
· ·	SEAL:	Notary Public State of New Corry My Commission Expires Feb 28 (2026)
Barrier See See Milah		1
Print Name My Commission Expires: 42/2 46/		

and the second second

I/We Alcoso & Aida Mucle the undersigned Owner(s) of Lot  at Somerset Shores, with a street address of 1433	
at Somerset Shores, with a street address of 1433  do hereby consent and join in the execution of	
the SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHOES, ORANGE COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. and state that this signature page shall be incorporated into said document. In addition, I/We consent to the adoption of the SECOND AMENDED AND RESTATED BYLAWS OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.	
III CAMBLE	
Owner (signature)	
Print Name: Alfonso Woule  Address: 7433 Somerset Shors of Address: 7433 Somerset Shore.  Orlando T. 132819  Print Name: Aida Muelle  Address: 7433 Somerset Shore.  Orlando T. 132819	s (*
STATE OF FLORIDA COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this /3 // day of	
Notary Public  Notary Public  SEAL:  DEBORAH F. STEINMETZ MY COMMISSION # HH 173462 EXPIRES: January 5, 2026 Bonded Thru Notary Public Underwriters	
Print Name My Commission Expires: January 5, 2026	

at Somerset Shores, with a street do the SECOND AMENDED AND RESTATED RESTRICTIONS FOR SOMERSET SHOES, OF REGARDING SOMERSET SHORES HOMEOWN signature page shall be incorporated into said adoption of the SECOND AMENDED AND RESTHOMEOWNERS ASSOCIATION, INC. pursuant to	hereby consent and join in the execution of DECLARATION OF COVENANTS AND RANGE COUNTY, FLORIDA AND NOTICE ERS ASSOCIATION, INC. and state that this document. In addition, I/We consent to the TATED BYLAWS OF SOMERSET SHORES
Owner (signature)  Print Name: Yoko Saheto  Address: 7434 Somet Set Shores  Ct. Orlando, 71,32819	Owner (signature)  Print Name: Address:
STATE OF FLORIDA COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged or [ ], online notarization this or continuous who [ ] produced	before me by means of [X] physical presence day of 202 by .who [X] is/are personally known to me or as identification.
Deborah F. Steinmer  Notary Public  Deborah F. Steinmer  Print Name My Commission Expires: January 5, 200	SEAL:  DEBORAH F. STEINMETZ  MY COMMISSION # HH 173482  EXPIRES: January 5, 2026  Bonded Thru Notary Public Underwriters

1/We Marry & Mayor - Encornacion May	the undersigned Owner(s) of Lot
	address of 1440 Sympusor Shares CT
Orlando, FL 32819 do	hereby consent and join in the execution of
the SECOND AMENDED AND RESTATED	DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SOMERSET SHOES, OF	RANGE COUNTY, FLORIDA AND NOTICE
REGARDING SOMERSET SHORES HOMEOWN	ERS ASSOCIATION, INC. and state that this
signature page shall be incorporated into said of	locument. In addition, I/We consent to the
adoption of the SECOND AMENDED AND REST	FATED BYLAWS OF SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC. pursuant to	
'	- · · · · · · · · · · · · · · · · · · ·
1 111	
De ISIN	aneger.
Owner (signature)	Owner (signature)
	, ,
Distance they & Males	Brint Name: Farmonestus Mauric
Print Name: Harry D. Mayor	Print Name: Encurrocton Mayer
Address: 61-25 987# St Apr 63	Address: 61.35 98 24 St Apr 67 Rego Park NY 11374
	Room Part NY 11374
Rugo Park My 11374	
STATE OF FLORIDA NEW YORK	
STATE OF FLORIDA NEW YOUR	
COUNTY OF ORANGE QUEENS	
THE FOREGOING instrument was acknowledged or [ ] online notarization this	before me by means of [ physical presence
or [ ] online notarization this _/_/	ay of <u>UCTOBEY</u> 2022 by
Harry E Mayer	who [L] is/are personally known to me or
who [ ] produced Encarnacion May	as identification.
Jana an Dh Ollant	
The target	CEAL.
Notary Public	SEAL:
Nogen Gallart	NOREEN GALLART Notary Public - State of New York
<del></del>	No. 01LO8128802
Print Name My Commission Expires: 6 20 2025	Qualified in Richmond County
iviy Commission Expires: 10100 000	My Commission Expires June 20,

IWe Tinhai Wu, Qin Lei	the undersigned Owner(s) of Lot
at Somerset Shores, with a street	address of 7445 Somerset
at Somerset Shores, with a street Shores CT. Orlando FL 32819 do	hereby consent and join in the execution of
the SECOND AMENDED AND RESTATED	DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SOMERSET SHOES, OF	CANGE COUNTY, FLORIDA AND NOTICE
REGARDING SOMERSET SHORES HOMEOWN signature page shall be incorporated into said d	ERS ASSUCIATION, INC. and state that this locument. In addition, IAMe consent to the
adoption of the SECOND AMENDED AND REST	FATED BYLAWS OF SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC. pursuant to	§ 617.0701(4), Florida Statutes.
A	
$\mathcal{L}_{\mathcal{L}}}}}}}}}}$	19 1
My	Oxell
Owner (signature)	Owner (signature)
Y 201	~ · · · · ·
Print Name: Jinhau WW	Print Name: Din Lec
Address: 7445 Somewood Shows	Address: 7445 Somesset Shozes
OT, Oslanda FL 32819	CT Oclardo, FL32819
	,
STATE OF FLORIDA	
COUNTY OF ORANGE	
THE EOREGOING instrument was acknowledged	hefore me by means of 1/21 physical presence
THE FOREGOING instrument was acknowledged or [ ] online notarization this d	ay of NCTOPEY 2022, by
Jinhai wu and our lei	who [ ] is/are personally known to me or
Junha Wu and Oin Lei who [V] produced Florida Driver license.	as identification.
$\int \int $	
In your Calo	
Notary Public	SEAL:
VIII Make a Rolf	MILYANNY CALO  Notary Public - State of Florida
Milyanny Caló	Commission # GG 949370
Print Name My Commission Expires: Jan 21 2024	My Comm. Expires Jan 21, 2024
THE CONTINUESTOR EXPINEST. JACT OF LOVE !	

at Somerset Shores, with a street	hereby consent and foin in the execution of DECLARATION OF COVENANTS AND RANGE COUNTY, FLORIDA AND NOTICE ERS ASSOCIATION, INC. and state that this document. In addition, I/We consent to the TATED BYLAWS OF SOMERSET SHORES
Owner (signature)	Owner (signature)
Print Name: Tolker Server State 17 Address: 7446 Suited Fr 32819	Print Name:
STATE OF FLORIDA COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged or [ ] online notarization this	lay of /10+00e/ 202⇔l. by
Doborah T. Steinmet J Print Name My Commission Expires: Yanvay 5, 200	DEBORAN F. STEINMETZ MY COMMISSION # HH 173462 EXPIRES: January 5, 2028 Bonded Thru Notary Public Underwriters

at Somerset Shores, with a street	hereby consent and join in the execution of DECLARATION OF COVENANTS AND RANGE COUNTY, FLORIDA AND NOTICE ERS ASSOCIATION, INC. and state that this ocument. In addition, I/We consent to the TATED BYLAWS OF SOMERSET SHORES
Owner (signature)  Print Name: MIHLADECKE  Address: 7457 Sommerset Stores CT  ORLANDO, FR 32819	Owner (signature)  Print Name: Address:
STATE OF FLORIDA COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged or [ ] online notarization this	who [X] is/are personally known to me or
Notary Public  Deborah 7. Steinmetz  Print Name My Commission Expires: January 5. 20	SEAL:  DEBORAH F. STEINMETZ MY COMMISSION # HH 173462 EXPIRES: January 5, 2026 Bonded Thru Notary Public Underwriters

the SECOND AMENDED AND RESTATED RESTRICTIONS FOR SOMERSET SHOES, OF REGARDING SOMERSET SHORES HOMEOWN signature page shall be incorporated into said adoption of the SECOND AMENDED AND RESTRICTION, INC. pursuant to	DECLARATION OF COVENANTS AND RANGE COUNTY, FLORIDA AND NOTICE SERS ASSOCIATION, INC. and state that this document. In addition, I/We consent to the TATED BYLAWS OF SOMERSET SHORES
Owner (signature)	Owner (signature)
Print Name: Zachary Andrews  Address: 7458 Somerset Shores it  32819 Orlando Eu	Print Name:
STATE OF FLORIDA COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged or [ ] online notarization this or	before me by means of [X] physical presence day of, 202, by who [X] is/are personally known to me or as identification.
Debouch F. Steinmetz	SEAL:  DEBORAH F. STEINMETZ  MY COMMISSION # HH 173462
Print Name My Commission Expires: 2600 6/- 5 200	EXPIRES: January 5, 2026 Bonded Thru Notary Public Underwriters

at Somerset Shores, with a street steep of the SECOND AMENDED AND RESTATED RESTRICTIONS FOR SOMERSET SHOES, Of REGARDING SOMERSET SHORES HOMEOWN signature page shall be incorporated into said adoption of the SECOND AMENDED AND RESTRICTION, INC. pursuant to	RANGE COUNTY, FLORIDA AND NOTICE IERS ASSOCIATION, INC. and state that this document. In addition, I/We consent to the TATED BYLAWS OF SOMERSET SHORES
Owner (signature)	Owner (signature)
Print Name: <u>Strand A1. Stern J.</u> Address SULS S. Durset Strand Ut <u>Entlands FL 3 ASD</u>	Print Name Ainy 10. Term  Address: 7463 Sense cont Cheer Ca  Criande, Fr. 32817
STATE OF ELORIBA Michigan COUNTY OF ORANGE CLATON	
THE FOREGOING instrument was acknowledged or [ ] online notarization this [] company with the company of the co	before me by means of [X] physical presence day of 2022 by . who [ ] is/are personally known to me or as identification.
Rotary Public	SEAL
Rya- Mande! Print Name My Commission Expires: 10/11/2027	
RYAN C. MANDEL NOTARY PURIC. STATE OF M.	

RYAN C. MANCEL
NOTARY PUBLIC, STATE OF M.
COUNTY OF EATON
AN COMMISSION EXPIRES ON 11,200
ACTING IN COUNTY OF (1,400)

at Somerset Shores, with a street  the SECOND AMENDED AND RESTATED RESTRICTIONS FOR SOMERSET SHOES, O REGARDING SOMERSET SHORES HOMEOWN signature page shall be incorporated into said adoption of the SECOND AMENDED AND RES HOMEOWNERS ASSOCIATION, INC. pursuant to	RANGE COUNTY, FLORIDA AND NOTICE INTERS ASSOCIATION, INC. and state that this document. In addition, I/We consent to the STATED BYLAWS OF SOMERSET SHORES
Carelyn Lantazilos Owner (signature)	
Owner (signatu <b>ré</b> )	Owner (signature)
Print Name: Carolyn G Tailazolos	Print Name:
Address: 1469 Somers of Shores Ct. Crlando, F. & 32819	Address:
STATE OF FLORIDA COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged or [ ] online notarization this 10 mm and 10	d before me by means of [X] physical presence day of, 202, by , who [X] is/are personally known to me or as identification.
Notary Public  Deborah F. Steinmetz  Print Name  My Commission Expires Linuary 5, 2026	SEAL:  DEBORAH F. STEINMETZ MY COMMISSION # HH 173462 EXPIRES: January 5, 2026 Bonded Thru Notary Public Underwriters

I/We Cholticha Bradley	the undersigned Owner(s) of Lot
at Somerset Shores, with a street Orlando, FL 32819 do	address of 7505 Somerset Shores Ct
the SECOND AMENDED AND RESTATED	DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SOMERSET SHOES, OF REGARDING SOMERSET SHORES HOMEOWN	ANGE COUNTY, FLORIDA AND NOTICE
signature page shall be incorporated into said d	ocument. In addition, I/We consent to the
adoption of the SECOND AMENDED AND REST	ATED BYLAWS OF SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC. pursuant to	9 617.0701(4), <u>Florida Statutes</u> .
2	
challed Goall	
Owner (signature)	Owner (signature)
Cholticka Bradley	Daint Manna
Print Name: Cholticha Bradley	Print Name:
Address: 7505 Somerset Shores Ct	Address:
Orlando, FL 32819	
STATE OF FLORIDA	
COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged	pefore me by means of [/] physical presence
or [ ] online notarization this $(\bigcirc \checkmark)$ do	av of $()m+nb+c$ . 202 $a$ , by
Chaticha Bradley	who [X.] IS7are personally known to me or as identification.
wito [ ] produced	
Deborat & Steinmel	
Notary Public T. Stemmer	SEAL:
Deborah F. Steinmetz	DESORAH F. STEINMETZ MY COMMISSION # HH 173462
Print Name	EXPIRES: January 5, 2028 Bonded Thru Notary Public Underwriters
My Commission Expires: Languary 5, 202/	The state of the s

INVE MARIA WALLIS-Crespo	the undersigned Owner(s) of Lot address of 7511 SomerseT Shows C
1511 at Somerset Shores, with a stree	t address of 7511 Somerset Show C
ORLANDO, FL 32849 de	hereby consent and join in the execution of
the SECOND AMENDED AND RESTATEL	DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SOMERSET SHOES, OR REGARDING SOMERSET SHORES HOMEOW	NERS ASSOCIATION INC. and state that this
signature page shall be incorporated into said	
adoption of the SECOND AMENDED AND RES	
HOMEOWNERS ASSOCIATION, INC. pursuant	to § 617.0701(4), <u>Florida Statutes</u> .
11-03-0	
Yana Cwanly	
Owner (signature)	Owner (signature)
Print Name: MARIA WALGS-Crespo	Print Name:
Address: 75/1 Somerset Shoru CT	Address:
ONLAND, FL 32819	
STATE OF FLORIDA	
COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledge or [ ] online notarization this	d before me by means of [ $\chi$ ] physical presence
or_[ ] online notarization this	day of <u>October</u> 202 <u>2</u> by
Maria Wallis - Crespo	who [ 🗶 is/are personally known to me or
who [ ] produced	as identification.
2 1 1 2 01 1 4	
Deborah F. Steinmetz	
Notary Public	SEAL: DEBORAH F. STEINMETZ
Not a b F Claimmet	MY COMMISSION # HH 173462
Print Name	EXPIRES: January 5, 2028  Bonded Thru Notary Public Underwriters
My Commission Expires Othour 5,20	

INVe at Somerset Shores, with a street	the undersigned Owner(s) of Lot
at Somerset Shores, with a stree	at address of 19 / Songary Steeps of
the SECOND AMENDED AND RESTATED	o hereby consent and join in the execution of
RESTRICTIONS FOR SOMERSET SHOES, O	
REGARDING SOMERSET SHORES HOMEOW	
signature page shall be incorporated into said	
adoption of the SECOND AMENDED AND RESHOMEOWNERS ASSOCIATION, INC. pursuant	
HOMEOWNERS ASSOCIATION, INC. pursuant	to 9 617.0701(4), Florida Statutes.
Mary Legis	
Owner (signature)	Owner (signature)
Print Name: VR W U2415	Print Name:
Address: 1517 Somewark Strong F	Address:
Q. Lando FL 32819	
STATE OF FLORIDA	
COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged	d before me by means of $[X]$ physical presence
or [ ] online notarization this _6+17	day of October, 2022, by
who [] produced	, who [χ] is/are personally known to me or
who [ ] produced	as identification,
N 1. 1-1. St	
Notary Public Deborah F. Steinmetz	SEAL:
Notary Fubilic	**************************************
Deborah F. Steinmetz	DEBORAH F. STEINMETZ MY COMMISSION # HH 173462
Print Name	EXPIRES: January 5, 2026
My Commission Expires Van Jary 5, 2000	Bonded Thru Notary Public Underwriters

A somerset Shores. with a street address of 7533 Somerset of the SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHOES, ORANGE COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. and state that this signature page shall be incorporated into said document. In addition, I/We consent to the adoption of the SECOND AMENDED AND RESTATED BYLAWS OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. pursuant to § 617.0701(4). Florida Statutes.
Owner (signature)  Deborah F. Steinmet  Owner (signature)  Print Name: Deborah F. Steinmet
Address: 7523 Someoet Shores Ct Address: 7523 Somerset Shores Orlando, 76 32819 Orlando, 76 32819
STATE OF FLORIDA COUNTY OF ORANGE  THE FOREGOING instrument was acknowledged before me by means of [X] physical presence or [] online notarization this day of
Notary Public  SEAL:  STACY ANN CROSBY  Notary Public-State of Florida  Commission # HH 76251  Print Name  My Commission Expires: 01/05/25  My Commission Expires: 01/05/25

I/We Thomas and Phylis Thompson  at Somerset, Shores, with a street address of Shores Court do hereby consent and join in the execution of the SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHOES, ORANGE COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. and state that this signature page shall be incorporated into said document. In addition, I/We consent to the adoption of the SECOND AMENDED AND RESTATED BYLAWS OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. pursuant to § 617.0701(4). Florida Statutes.  Owner (signature)  Owner (signature)
Owner (signature) Owner (signature)
Print Name: PHYLLS V. THOMPSON  Address: 7529 Somerset Shores Ct. Address: 7529 Somerset Shores Ct.  Orlando 71 32819  Orlando 71 32819
STATE OF FLORIDA COUNTY OF ORANGE
THE FOREGOING instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this
Notary Public SEAL:
Notary Public  Notary Public  SEAL:  DEBORAH F. STEINMETZ  MY COMMISSION # HH 173462  EXPIRES: January 5, 2026  Bonded Tive Notary Public Underwiters  My Commission Expires: January 5, 20 26

at Somerset Shores, with a street  Chire Court do  the SECOND AMENDED AND RESTATED  RESTRICTIONS FOR SOMERSET SHOES, OI  REGARDING SOMERSET SHORES HOMEOWN signature page shall be incorporated into said of adoption of the SECOND AMENDED AND RES  HOMEOWNERS ASSOCIATION, INC. pursuant to	RANGE COUNTY, FLORIDA AND NOTICE IERS ASSOCIATION, INC. and state that this document. In addition, I/We consent to the TATED BYLAWS OF SOMERSET SHORES
Owner (signature)	Slesa Baubridge Owner (signature)
Print Name: Richard Sylvain Address: 7535 Somerset Shires	Print Name: Letsa Bainbridge Address: 7535 Somemone Shores
Const	COMPE
STATE OF FLORIDA COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged or [ ] online notarization this form of Richard Sylvain a leese Bainbridge who [ ] produced	day of $()(-1)(-1)(-1)(-1)$
Deborah 7. Steinmet Notary Public	SEAL:
Print Name My Commission Expires: Youary 5, 2026	DEBORAH F. STEINMETZ MY COMMISSION # HH 173462 EXPIRES: January 5, 2026 Bonded Thru Notary Cubic Underwriters

at Somerset Shores, with a street the SECOND AMENDED AND RESTATED RESTRICTIONS FOR SOMERSET SHOES, CREGARDING SOMERSET SHORES HOMEOW signature page shall be incorporated into said adoption of the SECOND AMENDED AND REHOMEOWNERS ASSOCIATION, INC. pursuant	D DECLARATION OF COVENANTS AND ORANGE COUNTY, FLORIDA AND NOTICE WITH WITH MICE AND NOTICE WITH MICE AND STATE THAT THE STATED BYLAWS OF SOMERSET SHORES
Owner (signature)	Owner (signature)
Print Name: Brad Dansky Address: 7541 Somerset Shores Cilando, 74 32819	Print Name: Sherry Downsky Address: 7541 Somerset Shore. Orlands FL 32519
STATE OF FLORIDA COUNTY OF ORANGE  THE FOREGOING instrument was acknowledge or [ ] online notarization this Brad and Sherry Dansky who [ ] produced	ed before me by means of $[X]$ physical presence day of 202_2, by who $[X]$ is/are personally known to me or as identification.
Deborah F. Steinmet 2	DEBORAH F. STEINMETZ MY COMMISSION # HH 173462 EXPIRES: January 5, 2026 Bonded Thru Notary Public Underwriters
My Commission Expires: $\sqrt{anage}$	1096

I/We KAREN MCLAWGIFLIA  at Somerset Shores, with a street  SHORES CT. ORLAND D. F2.328/60 the SECOND AMENDED AND RESTATED	the undersigned Owner(s) of Lot
at Somerset Shores, with a street	hereby consent and join in the execution of
the SECOND AMENDED AND RESTATED	DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SOMERSET SHOES. OF	RANGE COUNTY, FLORIDA AND NOTICE
REGARDING SOMERSET SHORES HOMEOWN signature page shall be incorporated into said d	ERS ASSOCIATION, INC. and state that this locument. In addition, IM/e consent to the
adoption of the SECOND AMENDED AND REST	
HOMEOWNERS ASSOCIATION, INC. pursuant to	§ 617.0701(4), <u>Florida Statutes</u> .
1/ 2	
I type of lo	
The war described	Owner (signature)
Owner (signature)	Owner (signature)
Print Name: KAREN L.MCLAUGKEN	Print Name:
Address: 2547 SOMERSET STORES	Address:
DRINDO, FL 32819 CT	
STATE OF FLORIDA	
COUNTY OF ORANGE	
THE EODECOING instrument was asknowledged	hoforo ma bu magne of IVI physical presence
or [ ] online notarization this // ** d	ay of OCTOBEC . 2022. by
THE FOREGOING instrument was acknowledged or [ ] online notarization this // + d d d d d d d d d d d d d d d d d	who [X] is/are personally known to me or
who [ ] produced	as identification.
Debouch 7. Stewart	
Notary Public	SEAL: DEBORAH F. STEINMETZ
Nebrah F. Steinmetz	MY COMMISSION # HH 173462 EXPIRES: January 5, 2026
Print Name	Bonded Thru Hotary Public Underwriters
My Commission Expires: \text{\text{function}}	21.

the SECOND AMENDED AND RESTATE RESTRICTIONS FOR SOMERSET SHOES, REGARDING SOMERSET SHORES HOMEON signature page shall be incorporated into sai	the undersigned Owner(s) of Lot eet address of 1554 SowierSet Shows Charles of 1554 SowierSet Shows Charles on the execution of ED DECLARATION OF COVENANTS AND ORANGE COUNTY, FLORIDA AND NOTICE WNERS ASSOCIATION, INC. and state that this id document. In addition, I/We consent to the ESTATED BYLAWS OF SOMERSET SHORES in to § 617.0701(4), Florida Statutes
Owner (signature)	Owner (signature)
Print Name: <u>Isabel Du evi</u> Address: <u>7554 Somerset shoresct</u> Orlanda FL 32819	Print Name:
or [ ] online notarization this 16 m	ged before me by means of [,/] physical presence day of <u>()(,<sup>†</sup>0 f/y</u> , 202 <u>/</u> , by who [] is/are personally known to me or as identification.
Notary Public  Vaniel Crivaldo  Print Name My Commission Expires 12/10/2023	SEAL.  My Comm. Expires  Paccember 10, 2023
	December 10, 2023 No. GG 938776 PLOPING OF FLORING

lWe	Francisco Alberto and Maria Cris	tina Thiel	the und	dersigne	ed Owner(s	) of Lot
	at Somerset Shores, w					
		do hereby o	consent a	and join	in the exec	cution of
the	SECOND AMENDED AND REST	ATED DECLAR	ATION	OF C	OVENANT	S AND
RES	TRICTIONS FOR SOMERSET SHOP	RES. ORANGE C	COUNTY	, FLOR	RIDA AND I	NOTICE
REG	ARDING SOMERSET SHORES HON	MEOWNERS ASS	OCIATIO	ON. INC	and state	that this
signa	ature page shall be incorporated into	said document.	. In add	ition, I/\	We consen	t to the
adop	tion of the SECOND AMENDED AN	D RESTATED BY	/LAWS (	OF SO	MERSET S	HORES
HOM	HOMEOWNERS ASSOCIATION, INC. pursuant to § 617.0701 (4), Florida Statutes.					
	Emino A. Sul		The !	Just :	Alexander 1	
Own	er (Signature)	Owner (	(signatur	e)		
Print	Name: FRANCISCO ALBERTO THIEL	Print Na	ame: MA	RIA CRI	STINA THIEL	<u> </u>
Addr	ess: 988 SLEEPING ROCK CT.	Address	s: <u>988 S</u> L	EEPING	ROCK CT.	•
	WINTER SPRINGS, FL 32708 USA		WINTE	R SPRIN	NGS, FL 3270	08 USA
					· <u> </u>	

SUBSCRIBED AND SWORN TO BEFORE ME this 19th of October 2022 at Makati City, affiant exhibiting to me his Passport No. 566953522 issued on 04 January 2021 at United States of America.

Doc. No. 3

Book No. 29.

Series of 2020 2022

ATIY, JOSHUA P. LAPUZ

Notary Public for Masketi City
Appointment No. M-19 until 12/31/2023
Roll No. 45790 / IBP Life No. 04897 / 07 - 03 - 03
PTR - O.R. No. 8852510 / 01 - 03 - 22 / Makati City
MCLE No VI-0016565 / 01 - 14 - 19
Similard in the South of the City
Legaspi Village, Makati City

at Somerset Shores, with a street  at Somerset Shores, with a street  CT CALLE, P 22/19 do the SECOND AMENDED AND RESTATED RESTRICTIONS FOR SOMERSET SHOES, OF REGARDING SOMERSET SHORES HOMEOWN signature page shall be incorporated into said d adoption of the SECOND AMENDED AND REST HOMEOWNERS ASSOCIATION, INC. pursuant to	RANGE COUNTY, FLORIDA AND NOTICE ERS ASSOCIATION, INC. and state that this locument. In addition, I/We consent to the FATED BYLAWS OF SOMERSET SHORES
Ja.	MengMay Could
Owner (signature)	Owner (signature)
Print Name: RIGHERD CHUK  Address: 7565 Somevsed Shares (4  CHUME, FL32XI)	Print Name: <u>MENG MENG</u> GADAN Address: <u>7565 SamerSof Ghares</u> CA, <u>Drando</u> , FL32815
STATE OF FLORIDA COUNTY OF ORANGE	
THE FOREGOING instrument was acknowledged of [ ] online notarization this day do not consider the construction of the	before me by means of [ ] physical presence ay of, 202, by who [ <a>[ ]</a> is/are personally known to me or as identification.
Deborgh F. Steinmets  Print Name  My Commission Expires: Langy 5, 2026	SEAL:  DEBORAH F. STEINMETZ MY COMMISSION # HH 173462 EXPIRES: January 5, 2026 Bonded Thru Notary Public Underwriters

The Second Amended And Restate  RESTRICTIONS FOR SOMERSEL SHOES,  REGARDING SOMERSET SHORES HOMEOW  Signature page shall be incorporated into said	the undersigned Owner(s) of Lot, et address of 7572 CONNECTED TO hereby consent and join in the execution of Dieclaration of Covenants and ORANGE COUNTY, FLORIDA AND NOTICE VNERS ASSOCIATION, INC. and state that this if document. In addition, IAVe consent to the ISTATED BYLAWS OF SOVERSET SHORES (to § 617,0701(4), Florida Statutes.
Pont Name HOLLY Mernik Address 7572 Somerset Shore Orlando FL 32819	Owner (signeture)  Print Name.  SCAdgress
STATE OF FLORIDA COUNTY OF ORANGE	
Holly Mechile	
Dason P. Kennedy Print Nanie My Commission Expires 6-15-25	SEAL:  JASON P. KENNEDY  Notary Public, State of Flonda  Commission# HH 142473  My comm. expres June 15, 2025

We DENTON SPACKS the undersigned Owner(s) of Lot one at Somerset Shores, with a street address of 15 TB SOME SET SHORE.  do hereby consent and join in the execution of
the SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHOES, ORANGE COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. and state that this signature page shall be incorporated into said document. In addition, I/We consent to the adoption of the SECOND AMENDED AND RESTATED BYLAWS OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.
Owner (signature)  Owner (signature)
Print Name: DEHTOH SPACKS Print Name:  Address: 7578 SOMENSET SHOWS CAddress:
STATE OF FLORIDA COUNTY OF ORANGE
THE FOREGOING instrument was acknowledged before me by means of [X] physical presence or [] online notarization this _/_/// day of 202 by
Notary Public  Deborgh F. Steinmet 2  Print Name  Deborgh F. Steinmet 2  Deborgh F. Steinme
My Commission Expires: Vanuary 5, 2026