

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, ORANGE COUNTY, FLORIDA
AND NOTICE REGARDING
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.**

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 Association=s membership desires to restate and amend the Original Declaration, and all amendments thereto, in its entirety for the purpose of clarifying and modifying the covenants and restrictions contained therein; and

WHEREAS, the Original Declaration may, pursuant to Article XI, Section 4 thereof, is amended by an instrument signed by not less than 2/3 of the Lot Owners.

NOW THEREFORE, the Original Declaration, 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 Amended and Restated Declaration of Covenants and Restrictions for Somerset Shores, Orange County, Florida and Notice Regarding Somerset Shores Homeowners Association, Inc. 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 Amended and Restated Declaration and those of the Original Declaration, the provisions of this 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 Amended and Restated Declaration. Any such amendments shall be deemed to appropriately amend the Supplemental Declaration and all amendments thereto.

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 any part thereof.

ARTICLE II

DEFINITIONS

Section 1. "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.

Section 4. "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 a 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 of 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.

Section 8. "ARC" shall mean and refer to the Architectural Review Committee appointed in accordance with Article VII of this Declaration, whose duties shall be as 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.

Section 11. "Member" shall mean and refer to any Owner.

Section 12. "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 to 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.

Section 2. Delegation of Rights. 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.

ARTICLE V

ASSESSMENTS

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 Unit 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 used 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. and (viii) 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) Beginning January 1, 2004 the annual assessment for each unit shall be computed as follows:

For Creek side units the total annual budget including reserves multiplied by 1.71%. This amount is then divided over 12 months.

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

Section 4. Extraordinary Assessments. 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 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.

Section 6. Change in Basis of Determining and Maximum Amount of Annual Assessments. Notwithstanding the limitations set forth in Section 3 hereof, the Association may change the maximum amount and basis for determining the assessments specified 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 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 record 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 Dwelling Unit 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 the office of the Association and shall be open for inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 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 an 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 attorneys' 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.

Section 11. Exempt Property. 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 fourteen (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 VIIARCHITECTURAL 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 staggered three (3) 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.

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 by certified mail, with return receipt requested or by hand delivery with signed receipt, accompanied by all details relating to the Owner's request, including 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 matters required to be acted upon it by a written instrument filed with the Secretary of the Board of Directors of the Association, and served personally or by certified mail upon the Owner and all interested parties, identifying with the proposed building or structure and, if approval is denied, the reasons for such disapproval. 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 not there is a no appeal within ten (10) days, then the decision of the ARC is final. Said appeal shall be effected by delivering a letter to 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.

ARTICLE VIII

GENERAL RESTRICTIONS

Section 1. Application of Restrictive Covenants. 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 "residential" is intended to prohibit any commercial use, including professional office use, of any portion of any Dwelling Unit. 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. Every Owner shall register with the Association every occupant of the dwelling unit. Any Occupant not registered shall be considered a guest and must be accompanied by the Owner while on Association property.

Section 3. No Temporary Structures. No structure of a temporary home, camper, recreational vehicle, tent, shack, shed, 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, 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.

Section 5. Storage and Parking Restrictions. No automobile, truck, 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 in excess of eight (8) consecutive hours or stored or otherwise permitted to remain in any parking area within the Limited Common Area or on any Dwelling Unit, except in a 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 commercial vehicle, which contains lettering or advertising thereon or which is identified with a business or commercial activity, 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 of 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 engaged in providing services to a Dwelling Unit.

Section 6. Livestock and Animal Restrictions. No livestock, poultry, or animals of any kind or size shall be raised, bred or kept on or in any Dwelling unit provided, however, that dogs, cats and other common domesticated household pets may be

raised and kept; provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Dwelling Unit and shall not be allowed to roam free in the Subdivision or on to any other Owner's property and shall be subject to all ordinances of Orange County, Florida. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb any other Owner.

Section 7. Garages. 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.

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

Section 9. Rubbish and Trash Containers. No rubbish, trash, garbage or other waste shall be kept or permitted on a Dwelling Unit. Sanitary containers shall not be placed outside in view except for a reasonable period for refuse pickup.

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 be or may become a private or public nuisance.

Section 11. Restrictions on Hedges. 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.

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 rights under this Section shall constitute an extraordinary assessment against the Owner of the particular Dwelling Unit.

Section 14. Signs. No commercial signs, including "For Rent," "For Sale" and other similar signs, shall be erected or maintained on any Dwelling Unit except with the prior written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for any such sign unless its erection is reasonably necessary to avert serious hardship to the Owner. If such permission is granted, the Association shall have the right to restrict size, color and content of such signs. Property identifications sign of more than two (2) square feet in size may not be erected without the written permission of the Association and all such signs, of whatever size, shall be subject to ARC's prior approval as to materials, design and colors.

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 an 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 residence 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 or fenced 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 erects a fence or wall on his Lot, then the Association shall not have the obligation for lawn maintenance within said fenced or 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 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 the lawns or landscaping, 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 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 such 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.

Section 19. Repairs and Restoration. 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. 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 or replacements must restore the particular Dwelling Unit or other improvements 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 17 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 the 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 so long as this Declaration is effective.

Section 23. Termite Bond on Dwelling Units. 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, and 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 authorize 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.

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 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

Section 1. Membership. 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.

Section 2. Voting Rights. 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

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment and court order shall in no wise 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.

Prepared By & Return To:
 RICHARD E. LARSEN, ESQ.
 LARSEN & ASSOCIATES, P.A.
 55 East Pine Street
 Orlando, FL 32801
 (407) 841-6555



EXHIBIT "A"

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

Pursuant to Section 617.1007, Florida Statutes, these 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 Amended and Restated Articles are a complete restatement and supercede 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

PRINCIPLE OFFICE OF THE ASSOCIATION

The principle office of the Association is located at be 668 Orlando Avenue, Suite 105, Maitland, Florida 32751.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association shall be 668 Orlando Avenue, Suite 105, Maitland, Florida 32751, and the name of the Registered Agent for the Association at that address is Morbitzer Communities, Inc.

ARTICLE IV

PURPOSE 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 is in the process of being 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 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 anytime 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 anytime 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 anytime 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 such 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.

ARTICLE V

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 the 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 annually by the Directors at their annual meeting and shall hold office for a one (1) year period from the date of their 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 that 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 Amended and Restated Articles of Incorporation were duly adopted by 2/3 of the Association's membership executing a written consent on this 10th day of September, 2003.

**SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC.**

By: [Signature]

President

Print Name: DENNIS L. STEINMETZ

Attest: [Signature]

Secretary

Print Name: LINDA K. DIRKSEN

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged before me this 30th day of July, 2003, by Dennis L. Steinmetz, President of the Association, who is personally known to me or produced identification _____ as identification, and Linda K. Dirksen, Secretary of the Association, who is personally known to me or produced identification _____ as identification.

[Signature]
Notary Public
Stamp or Seal:

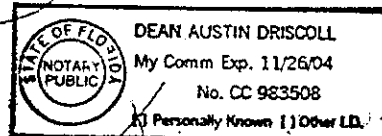


EXHIBIT "B"

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

These Amended and Restated Bylaws of Somerset Shores Homeowners Association, Inc. are a complete restatement and supercede 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., hereinafter 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

Section 1. "Association" shall mean and refer to SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "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.

Section 3. "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.

Section 5. "Declaration" shall mean and refer to the 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.

Section 6. 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

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

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

Section 3. Notice of Meetings. 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 meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. 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.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. No proxy shall be valid for more than ninety (90) days.

ARTICLE VII

BOARD OF DIRECTORS; SELECTON; TERM OF OFFICE

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

Section 2. Term of Office. The term of office of each Director shall be one (1) year. The term of office shall extend from the time of election to the next annual meeting 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.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of 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.

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

ARTICLE 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 annual meeting. 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 annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointments shall be announced at each annual meeting. 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.

Section 2. Election. Election to the Board shall be by secret written ballot. At such election, members of 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

Section 1. Regular Meetings. A regular meeting of the Board shall be held monthly, notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. 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' notice to each Director.

Section 3. Quorum. 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 and these Bylaws 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 deem 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 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

Section 1. Officers. 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.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

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

Section 4. Special Appointments. 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.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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.

Section 6. Vacancies. 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.

Section 7. Multiple Offices. 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. President. 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. Vice President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and exercise and discharge such other duties as may be required of him by the Board.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association, together with their addresses, 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 are required by the Board.

D. Treasurer. It shall be the duty of the Treasurer 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 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.

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 principle 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 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 XVCORPORATE SEAL

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

ARTICLE XVIAMENDMENTS

Section 1. 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.

Section 2. 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.

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

JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We CHARLES W & ANITA K. REED the Owner(s) of Lot 1 at
Somerset Shores, with a street address of 7571 SOMMERSET SHORES CT
ORLANDO, FL 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Charles W. Reed
Owner (signature)

Print Name: CHARLES W. REED
Address: 5340 LOCH PL
LAKE LAND, FL 33813

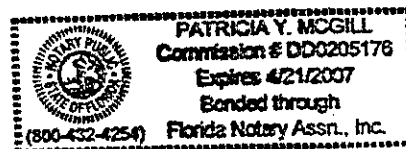
Anita K. Reed
Owner (signature)

Print Name: Anita K Reed
Address: SAME

STATE OF FLORIDA
COUNTY OF Dick

THE FOREGOING instrument was acknowledged
before me this 28th day of May,
2003, by Charles W. Reed who is
personally known to me or produced
_____ as identification and Anita K.
Reed who is personally known to me or
produced _____ as identification.

Patricia Y. McGill
Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We C. NEIL + BONNIE L. JAMES the Owner(s) of Lot 2 at
Somerset Shores, with a street address of 7565 SOMERSET SHORES CT.
ORLANDO, FL 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.



Owner (signature)
Print Name: C. NEIL JAMES
Address: 7565 Somerset Shores Ct.
ORLANDO, FL 32819

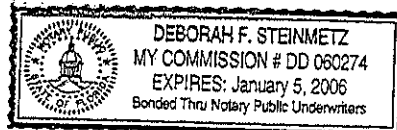


Owner (signature)
Print Name: BONNIE L. JAMES
Address: 7565 Somerset Shores Ct.
Orlando FL 32819

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 19th day of April,
2003; by C. Neil James who is
personally known to me or produced
as identification and Bonnie
James who is personally known to me or
produced as identification.


Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We Joy Williamson the Owner(s) of Lot 3 at
Somerset Shores, with a street address of 7559 SOMERSET SHORES
ORLANDO, FLORIDA do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

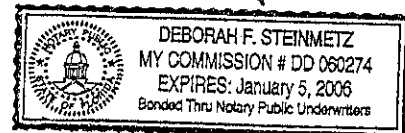
Joy Williamson
Owner (signature)
Print Name: Joy Williamson
Address: 6462 DEACON CIRCLE
WINDERMERE, FLORIDA 33478

Owner (signature)
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged
before me this 19th day of April,
2003, by Joy Williamson who is
personally known to me or produced _____
as identification and _____
who is personally known to me or
produced _____ as identification.

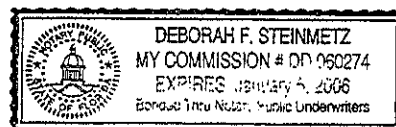
Deborah F. Steinmetz
Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We John & Charlotte K. Cohen the Owner(s) of Lot 4 at
Somerset Shores, with a street address of 7553 Somerset
Shores Court do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Charlotte K. Cohen
Owner (signature)
Print Name: CHARLOTTE K COHEN
Address: 7553 SOMERSET SHORES
ORLANDO, FL 32819
STATE OF FLORIDA
COUNTY OF Orange
THE FOREGOING instrument was acknowledged
before me this 19th day of April
2003, by Charlotte K Cohen who is
personally known to me or produced
John B. Cohen as identification and John B.
Cohen who is personally known to me or
produced _____ as identification.
John B. Cohen
Owner (signature)
Print Name: JOHN B. COHEN
Address: 7553 SOMERSET SHORES CT
ORLANDO, FL 32819
Deborah Steinmetz
Notary Signature
Notary Stamp



January 5, 2006

JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We Frank B. + Margaret A. Ferguson the Owner(s) of Lot 5 at
Somerset Shores, with a street address of 7547 Somerset Shores Ct
ORLANDO, FL 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Frank B. Ferguson
Owner (signature)

Print Name: FRANK B. FERGUSON

Address: 7547 Somerset Shores Ct
ORLANDO, FL 32819

Margaret A. Ferguson
Owner (signature)

Print Name: MARGARET A. FERGUSON

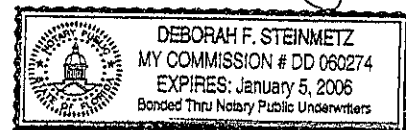
Address: 7547 Somerset Shores Ct
Orl. FL 32819

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 19th day of April,
2003, by Frank B. Ferguson who is
personally known to me or produced

Ferguson as identification and Margaret A
who is personally known to me or
produced _____ as identification.

Deborah F. Steinmetz
Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We MICHAEL J. KAUCK ^{& ELIZABETH A. KAUCK} the Owner(s) of Lot # 6 at
Somerset Shores, with a street address of 7541 SOMERSET SHORES CT
ORLANDO, FL 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

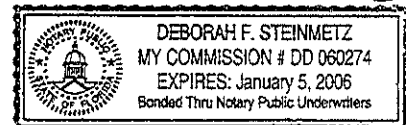
Michael J. Kauck
Owner (signature)
Print Name: Michael Kauck
Address: 7541 Somerset
Shores Ct
Orlando FL 32819

Elizabeth A. Kauck
Owner (signature)
Print Name: Elizabeth Kauck
Address: 7541 Somerset Shores Ct
Orlando FL
32819

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 31st day of May,
2003, by Michael Kauck who is
personally known to me or produced
as identification and Elizabeth
Kauck who is personally known to me or
produced as identification.

Deborah F. Steinmetz
Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We RICHARD & LEESA SYLVAIN the Owner(s) of Lot 7 at
Somerset Shores, with a street address of 7535 SOMERSET SHORES CT., ORLANDO,
FLORIDA 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Richard Sylvain
Owner (signature)

Print Name: Richard Sylvain
Address: 7535 Somerset Shores Ct
Orlando, FL 32819

Leesa B. Sylvain
Owner (signature)

Print Name: Leesa B. Sylvain
Address: 7535 Somerset Shores Ct
Orlando, FL 32819

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 10th day of May
2003, by Richard Sylvain who is
personally known to me or produced
_____ as identification and Leesa Sylvain
who is personally known to me or
produced _____ as identification.

Deborah F. Steinmetz
Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

#We Paul J. + Jacqueline G. Wexler the Owner(s) of Lot 8 at
Somerset Shores, with a street address of 7529 Somerset Shores Ct.
Orlando, FL 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Paul J. Wexler

Owner (signature)

Print Name: Paul J. Wexler

Address: 7529 Somerset Shores Ct
Orlando, FL 32819

Jacqueline G. Wexler

Owner (signature)

Print Name: Jacqueline G. Wexler

Address: 7529 Somerset Shores Ct
Orlando, FL 32819

STATE OF FLORIDA

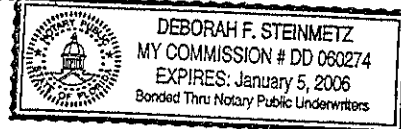
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 19th day of Apr.,
2003, by Paul J. Wexler who is
personally known to me or produced

Wexler as identification and Jacqueline G
Wexler who is personally known to me or
produced _____ as identification.

Deborah F. Steinmetz
Notary Signature

Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We DENNIS & DEBORAH STEINMETZ the Owner(s) of Lot 9 at
Somerset Shores, with a street address of 7523 SOMERSET SHORES CT.
ORLANDO, FL 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Dennis Steinmetz
Owner (signature)

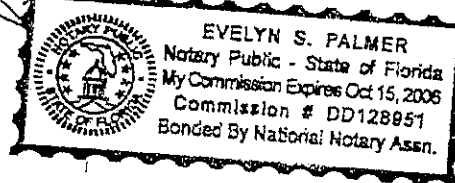
Print Name: DENNIS STEINMETZ
Address: 7523 SOMERSET SHORES
ORLANDO, FL 32819

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 15th day of April,
2003, by Dennis Steinmetz who is
personally known to me or produced
_____ as identification and Deborah
Steinmetz who is personally known to me or
produced _____ as identification.

Deborah Steinmetz
Owner (signature)
Print Name: Deborah Steinmetz
Address: 7523 Somerset Shores
Orlando, FL 32819

Evelyn S. Palmer
Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We Charles J. and Helen T. Lentz the Owner(s) of Lot 10 at
Somerset Shores, with a street address of 7517 Somerset Shores Ct.
Orlando FL 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

[Signature]
Owner (signature)
Print Name: Charles J. Lentz
Address: 7517 Somerset Shores Ct.
Orlando FL 32819

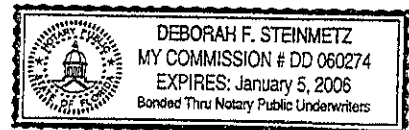
[Signature]
Owner (signature)
Print Name: Helen T. Lentz
Address: 7517 Somerset Shores Ct.
Orlando FL 32819

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 30th day of April,
2003, by Charles J. Lentz who is
personally known to me or produced

[Signature] as identification and Helen Lentz
who is personally known to me or
produced [Signature] as identification.

[Signature]
Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We KATHRYN JANE HARVEY the Owner(s) of Lot 11 at
Somerset Shores, with a street address of 7511 SOMERSET SHORES CT,
ORLANDO, FL. 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Kathryn J. Harvey
Owner (Signature)
Print Name: KATHRYN JANE HARVEY
Address: 7511 SOMERSET SHORES
CT. ORLANDO, FL. 32819

Owner(signature)
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged
before me this 29 day of April,
2003, by Kathryn Jane Harvey who is
personally known to me or produced _____
_____ as identification and _____
_____ who is personally known to me or
produced _____ as identification.

Deborah F. Steinmetz
Notary Signature
Notary Stamp



**JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.**

I/We ALAN S. BRADLEY the Owner(s) of Lot #12 at
SomerSet Shores, with a street address of 7505 SOMERSET SHORES CT
ORANGE FL - 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Alan S. Bradley
Owner (signature)

Print Name: ALAN S. BRADLEY
Address: 7505 SOMERSET
SHORES COURT

Owner(signature)
Print Name:
Address:

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 30 day of April,
2003, by Alan S. Bradley who is
personally known to me or produced
as identification and

who is personally known to me or
JOYCE R. REID as identification.
My Comm. Exp. 2/13/04
No. CC 910154
[] Personally Known [] Other I.D.

Notary Signature
Notary Stamp

Joyce R. Reid

JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We Glenn McLeod the Owner(s) of Lot 13 at
Somerset Shores, with a street address of 7469 Somerset Shores, Orlando
Fl 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

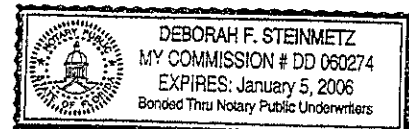
G [Signature]
Owner (signature)
Print Name: Glenn McLeod
Address: 7469 Somerset Shores
Orlando Fl 32819

Owner(signature)
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 19th day of April,
2003, by Glenn McLeod who is
personally known to me or produced _____
_____ as identification and _____
_____ who is personally known to me or
produced _____ as identification.

Deborah F. Steinmetz
Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We Joseph A. & Susan H. Ricci the Owner(s) of Lot 14 at
Somerset Shores, with a street address of 7463 Somerset Shores Ct.
do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

[Signature]
Owner (signature)
Print Name: Joseph A. Ricci
Address: 130 Kenwood
Opf, MI
7463 Somerset
Susan H. Ricci
Owner (signature)
Print Name: Susan H. Ricci
Address: Sunny

STATE OF FLORIDA
COUNTY OF Wayne

THE FOREGOING instrument was acknowledged
before me this 10 day of August,
2003, by Joseph A. Ricci who is
personally known to me or produced
_____ as identification and _____
who is personally known to me or
produced _____ as identification.

[Signature]
Notary Signature
Notary Stamp

KRISTINA CARLSON
Notary Public, Wayne County, MI
My Commission Expires May 4, 2006

JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We DAVID² & VICTORIA H. CARTER the Owner(s) of Lot 16 at
Somerset Shores, with a street address of 7451 Somerset Shores Ct.
do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

DAVID R. CARTER
Owner (signature)

STATE OF FLORIDA
COUNTY OF PALM

Print Name: DAVID R. CARTER
Address: 3537 N. Highland Ave.
Tampa Springs, FL
34689

THE FOREGOING instrument was acknowledged
before me this 2nd day of June
2003, by David R. Carter and + who is
personally known to me or produced

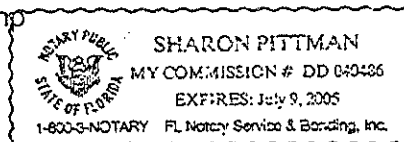
VICTORIA H. CARTER
Owner (signature)

as identification and
who is personally known to me or
produced Personally as identification.

Print Name: VICTORIA H. CARTER
Address: 3537 N. Highland Ave.
Tampa Springs, FL
34689

Sharon Pittman
Notary Signature
Notary Stamp

+ Victoria H. Carter



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/we Joy Williamson the Owner(s) of Lot 17 at
Somerset Shores, with a street address of 7445 SOMERSET SHORES COURT
ORLANDO, FLORIDA 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

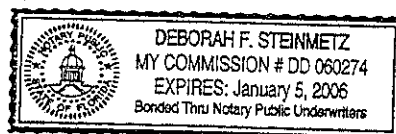
Joy Williamson
Owner (signature)
Print Name: Joy Williamson
Address: 61402 DEACON CIRCLE
WINDERMERE, FL 34786

Owner(signature)
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged
before me this 19th day of April,
2003, by Joy Williamson who is
personally known to me or produced _____
_____ as identification and _____
_____ who is personally known to me or
produced _____ as identification.

Deborah F. Steinmetz
Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We Becky L McCommon the Owner(s) of Lot 19 at
Somerset Shores, with a street address of 7433 Somerset Shores Ct
do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

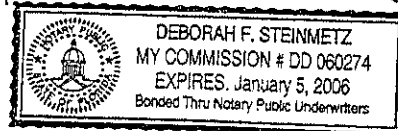
Becky L McCommon
Owner (signature)
Print Name: Becky L. McCommon
Address: 7433 Somerset Shores Ct
Orlando, FL 32819

Owner(signature)
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 19th day of April,
2003, by Becky L McCommon who is
personally known to me or produced _____
as identification and _____
who is personally known to me or
produced _____ as identification.

Deborah F. Steinmetz
Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We Lois & Robert Chaffin the Owner(s) of Lot 20 at
Somerset Shores; with a street address of 7427
do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.


Lois Chaffin
Owner (signature)
Print Name: Lois Chaffin
Address: 600 9th St NE
Waseca, MN 56093

Robert Chaffin
Owner (signature)
Print Name: Robert Chaffin
Address: 600 9th St NE
Waseca, MN 56093

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged
before me this 23 day of April,
2003, by Robert Chaffin who is
personally known to me or produced MINNESOTA Drivers License
as identification and LOIS CHAFFIN
who is personally known to me or
produced MINNESOTA Drivers License as identification.

Lorraine A. Orza
Notary Signature
Notary Stamp


LORRAINE A. ORZA
Notary Public, State of Florida
My comm. Expires Feb. 7, 2004
No. CC908310
Bonded thru Official Notary Service
1-(800) 723-0121

JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We Richard AND Nancy DuRose the Owner(s) of Lot 21 at
Somerset Shores; with a street address of 7421 Somerset Shores Ct do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Richard a. duRose
Owner (signature)
Print Name: R DuRose
Address: 7421 Somerset

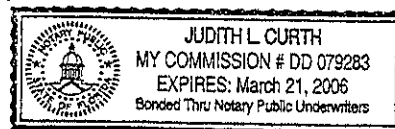
STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 11th day of April,
2003, by RICHARD DU ROSE who is
personally known to me or produced
as identification and
who is personally known to me or
produced as identification.

Nancy DuRose
Owner (signature)
Print Name: NANCY DU ROSE
Address: 7421 Somerset Shores

Judith L. Curth
Notary Signature
Notary Stamp

JUDITH L. CURTH



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We LINDA HAGERTY the Owner(s) of Lot 24 at
Somerset Shores, with a street address of 7403 Somerset Shores Ct
do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Linda Hagerty
Owner (signature)
Print Name: LINDA HAGERTY
Address: 7403 Somerset Shores
Ct Orlando, FL

Owner(signature)
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged
before me this 21st day of April,
2003, by _____ who is
personally known to me or produced FL DL H263-531-SB-7
_____ as identification and _____
_____ who is personally known to me or
produced _____ as identification.

Peggy S. Gollither
Notary Signature
Notary Stamp



Peggy S Gollither
My Commission DD046869
Expires August 01, 2005

**JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.**

I/We ABRAHAM L. + DONETTA COLLINSWORTH the Owner(s) of Lot 26 at
Somerset Shores, with a street address of 7349 SOMERSET SHORE CT.
ORLANDO, FL 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Abraham L. Collinsworth
Owner (signature)

Print Name: Abraham L. Collinsworth
Address: 7349 Somerset Shores
Orlando, FL 32819

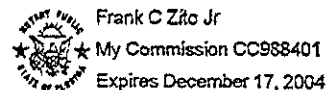
Donetta Collinsworth
Owner (signature)

Print Name: DONETTA COLLINSWORTH
Address: 7349 SOMERSET SHORE CT
ORLANDO, FL 32819

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 10 day of April,
2003, by Abraham L. Collinsworth and Donetta Collinsworth who is
personally known to me or produced FC
De Liuse as identification and _____
_____ who is personally known to me or
produced _____ as identification.

Frank C. Zito Jr.
Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We MARA TUTUS the Owner(s) of Lot 27 at
Somerset Shores, with a street address of 7343 Somerset Shores Ct
Orlando FL 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

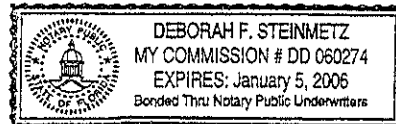
Mara Tutus
Owner (signature)
Print Name: MARA TUTUS
Address: 7343 Somerset Shores
Orlando FL 32819

Owner(signature)
Print Name: MARA TUTUS
Address: 7343 SOMERSET
SHORES COURT
ORLANDO FL 32819.

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 3 day of June
2003, by Mara Tutus who is
personally known to me or produced
_____ as identification and _____
_____ who is personally known to me or
produced _____ as identification.

Deborah Steinmetz
Notary Signature
Notary Stamp



**JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.**

I/We SHARON PIERCE VANCE the Owner(s) of Lot 28 at
Somerset Shores, with a street address of 7337 SOMERSET SHORES CT.
ORLANDO, FL. 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Sharon Pierce Vance
Owner (signature)

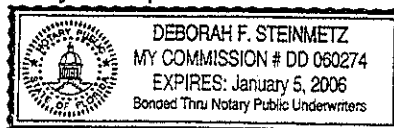
Print Name: SHARON PIERCE VANCE
Address: 7337 SOMERSET SHORES CT.
ORLANDO, FL. 32819

Owner(signature) _____
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 19th day of April,
2003, by Sharon Pierce Vance who is
personally known to me or produced _____
_____ as identification and _____
_____ who is personally known to me or
produced _____ as identification.

Deborah F. Steinmetz
Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We RA LABELLA the Owner(s) of Lot 32 at
Somerset Shores, with a street address of 7313 S.E. CT
do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

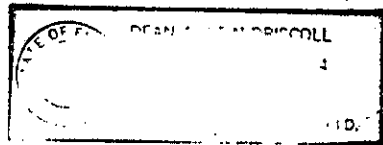
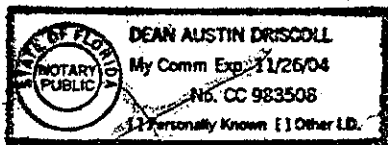
[Signature]
Owner (signature)
Print Name: RA LABELLA
Address: 7313 SE CT
ORANGE

[Signature]
Owner (signature)
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 7th day of May,
2003, by Robert LaBella who is
personally known to me or produced _____
as identification and _____
who is personally known to me or
produced _____ as identification.

[Signature]
Notary Signature
Notary Stamp



**JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.**

I/We Tom W. Bennett the Owner(s) of Lot 33 at
Somerset Shores, with a street address of 7307 Somerset Shores Cir
do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

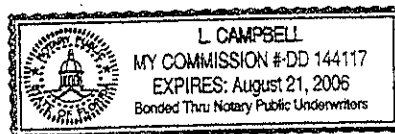
Tom W. Bennett
Owner (signature)
Print Name: Tom W. Bennett
Address: 7307 Somerset Shores
Cir. Orange, FL
32819

Owner (signature)
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 18th day of April,
2003, by Tom W. Bennett who is
personally known to me or produced FL DL #B530-
81948029D as identification and _____
_____ who is personally known to me or
produced _____ as identification.

L Campbell
Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We Peter E. Pedersen + Marjorie R. Pedersen the Owner(s) of Lot 34 at
Somerset Shores, with a street address of 7301 Somerset Shores Ct.
Orlando FL 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Peter E. Pedersen
Owner (signature)

Print Name: Peter E. Pedersen
Address: 7301 Somerset Shores Ct.
Orlando, FL 32819

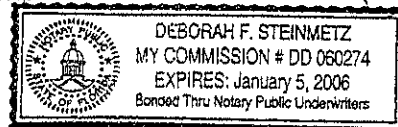
Marjorie R. Pedersen
Owner (signature)

Print Name: Marjorie R. Pedersen
Address: 7301 Somerset Shores Ct.
Orlando, FL 32819

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 19th day of April,
2003, by Peter E. Pedersen who is
personally known to me or produced
_____ as identification and Marjorie
Pedersen who is personally known to me or
produced _____ as identification.

Deborah Steinmetz
Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We LINDA K. Dirksen the Owner(s) of Lot 36 ~~1422~~ at
Somerset Shores, with a street address of 7422 Somerset Shores Ct
Orlando, FL do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Linda K. Dirksen

Owner (signature)

Print Name: LINDA K. Dirksen

Address: 7422 Somerset Shores Ct
Orlando FL 32819

Owner (signature)

Print Name: _____

Address: _____

STATE OF FLORIDA

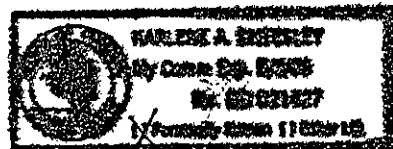
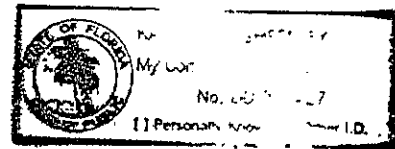
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 9th day of April,
2003, by Linda K. Dirksen who is
personally known to me, or produced _____
as identification and _____
who is personally known to me or
produced _____ as identification.

Kathleen Sheeley

Notary Signature

Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We Karen Fitzgerald the Owner(s) of Lot 41 at
Somerset Shores, with a street address of 7952 Somerset Shores Ct
do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

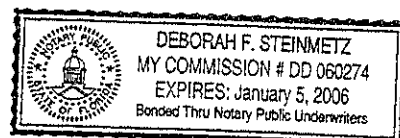
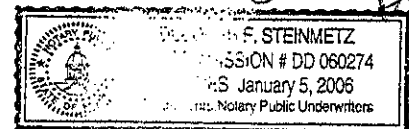
Karen Fitzgerald
Owner (signature)
Print Name: KAREN FITZGERALD
Address: 7952 Somerset Shores Ct
Orlando FL 32819

Owner(signature)
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 19th day of April,
2003, by Karen Fitzgerald who is
personally known to me or produced _____
_____ as identification and _____
_____ who is personally known to me or
produced _____ as identification.

Deborah F. Steinmetz
Notary Signature
Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We William J and Bonnie R. Madonna the Owner(s) of Lot 42 at
Somerset Shores, with a street address of 7458 Somerset Shores Ct
Orlando, FL 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Bonnie R. Madonna

Owner (signature)

Print Name: Bonnie R. Madonna

Address: 7458 Somerset
Shores Ct
Orlando, FL 32819

William J. Madonna

Owner (signature)

Print Name: William J. Madonna

Address: 7458 Somerset
Shores Ct
Orlando, FL 32819

STATE OF FLORIDA

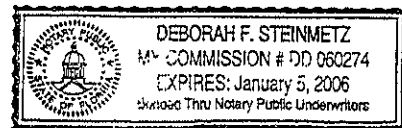
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 19th day of April,
2003, by Bonnie Madonna who is
personally known to me or produced

William J
Madonna as identification and William J
Madonna who is personally known to me or
produced _____ as identification.

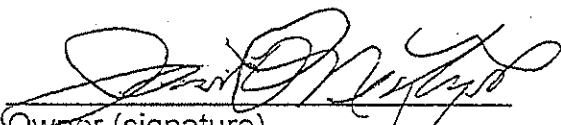
Notary Signature

Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC.. AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.


I/We JAMES P. NEITZEL the Owner(s) of Lot 43 at
Somerset Shores, with a street address of 7554 SOMERSET SHORES CT
do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.



Owner (signature)
Print Name: JAMES P. NEITZEL
Address: 7554 SOMERSET SHORES
ORLANDO, FL 32819

Owner (Signature)
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF Citrus

THE FOREGOING instrument was acknowledged
before me this 1st day of May,
2003, by James P. Neitzel who is
personally known to me or produced _____
as identification and _____
who is personally known to me or
produced _____ as identification.


Notary Signature
Notary Stamp

 Frances J. Richheimer
My Commission DD118879
Expires June 9, 2006

**JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.**

I/We Nabil Dajan, the Owner(s) of Lot 45 at
Somerset Shores, with a street address of 7572 Somerset Shores Ct.
Orlando FL 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

Owner (signature) [Signature]

Print Name: NABIL DAJAN

Address: 7572 Somerset Shores
Orlando FL 32819

Owner(signature) _____

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF Orange

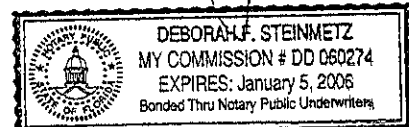
THE FOREGOING instrument was acknowledged
before me this 3 day of June,
2003, by Nabil Dajan who is
personally known to me or produced _____

_____ as identification and _____

_____ who is personally known to me or
produced _____ as identification.

[Signature]
Notary Signature

Notary Stamp



JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SOMERSET SHORES, ORANGE
COUNTY, FLORIDA AND NOTICE REGARDING SOMERSET SHORES
HOMEOWNERS ASSOCIATION, INC., AMENDED AND RESTATED BYLAWS
OF SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC. AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SOMERSET SHORES HOMEOWNERS ASSOCIATION, INC.

I/We Niesha and (Denton Sparks) the Owner(s) of Lot 46 at
Somerset Shores, with a street address of 7578 Somerset Shores Ct
Orlando FL 32819 do hereby consent and join in the adoption of the
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOMERSET SHORES, 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 AMENDED AND RESTATED BYLAWS OF SOMERSET
SHORES HOMEOWNERS ASSOCIATION, INC. and the AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF SOMERSET SHORES HOMEOWNERS
ASSOCIATION, INC. pursuant to § 617.0701(4), Florida Statutes.

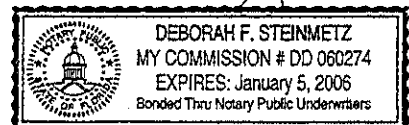
Denton Sparks
Owner (signature)
Print Name: Denton Sparks
Address: 7578 Somerset Shores
Orlando FL 32819

Owner(signature)
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged
before me this 3 day of June,
2003, by Denton Sparks who is
personally known to me or produced _____
as identification and _____
who is personally known to me or
produced _____ as identification.

Deborah Steinmetz
Notary Signature
Notary Stamp



RECORD NUMBER - 31788

