



Given under my hand and the
 Great Seal of the State of Florida,
 at Tallahassee, the Capital, this the
 23rd day of July, 1984.

George J. Irstone

George Irstone
 Secretary of State

I certify that the attached is a true and correct copy of
 the Articles of Incorporation of SOMERSET HOMEOWNERS
 ASSOCIATION, INC., a corporation organized under the Laws
 of the State of Florida, filed on July 20, 1984, as shown by
 the records of this office.

The charter number of this corporation is N04290.



DECLARATION OF RESTRICTIONS

FOR

SOMERSET

THIS DECLARATION, made by Westbury Homes Corporation, a Florida corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in EXHIBIT A affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; and,

NOW, THEREFORE, Declarant hereby declares that the real property described in EXHIBIT A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to SOMERSET HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association,

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereon) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the Owners. Initially, the Common Area shall consist of all portions of the Properties which are not Units, nor dedicated to a governmental entity or the public, including the open spaces between the Units, the parking roads to the Units, the parking areas lying within the Properties, the recreational areas and Water Management Tract L-1 as shown on the Plat of Somerset, recorded in the Public Records in Plat Book 48, Page 84.

Section 5. "Unit" shall mean each platted lot upon the Properties on which a single family, residential dwelling is constructed by Declarant and conveyed by recorded deed to a purchaser thereof (unless otherwise specifically stated to the contrary in such deed). Once a Unit is so created, no further resubdivision shall be permitted, and no alienation, transfer, demise, sale or lease of a portion of a Unit shall be permitted.

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Any such alienation, transfer, demise, sale or lease must be of an entire Unit. The legal description for each Unit shall reference the plat, recorded in the Public Records, for the Properties.

Section 6. "Declarant" shall mean and refer to Westoury Homes Corporation, its specific successors and assigns as set forth in ARTICLE XI hereof.

Section 7. "Articles and By-Laws". It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as EXHIBIT B, and By-Laws for the Association be adopted substantially in the form attached hereto as EXHIBIT C.

Section 8. "Public Records" shall mean the public records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

Section 9. "Institutional Mortgagee" means a State or Federal Bank, Savings and Loan Association, Insurance Company, Real Estate Investment Trust, Union Pension Fund or an Agency of the United States Government, F.N.M.A., or like entities being a mortgagee of a Unit.

ARTICLE II

ANNEXATION AND WITHDRAWAL

Section 1. Annexation of Declarant. Until such time as Class B Membership to the Association has ceased pursuant to the provisions of ARTICLE IV hereof, additional residential property and/or Common Area may be annexed to the Properties with the consent and approval of Declarant. Except for applicable governmental approvals, no consent from any other party, including Class A members, or any mortgagees of any Units shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by Declarant in the Public Records. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or add to the covenants established by this Declaration as to the Properties.

Section 2. Annexation by Members. At such time as Class B Membership has ceased pursuant to the provisions of ARTICLE IV hereof, additional lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association and applicable governmental approvals.

Section 3. Withdrawal. For a period of five years from the date of recordation of this Declaration, the Declarant shall be entitled to withdraw any portion of the Properties which are described in Exhibit A affixed hereto (or any additions thereto which may be annexed in accordance with the provisions of Section 1 of this Article II) from the provisions and applicability of this Declaration and the Articles and By-Laws attached hereto, by recording a notice thereof in the Public Records; provided, however, that this right of Declarant to withdraw shall not apply to any portions of the Properties which have been conveyed to a Purchaser thereof unless said right is specifically reserved in such

conveyance. The withdrawal of any portion of the Properties as hereinabove stated shall not require the consent or joinder of any other party, including any Owner, the Association, or any Mortgagee of the Properties, provided applicable governmental approvals are obtained.

Section 4. Vacating of Recorded Plat. Declarant hereby covenants that it will not vacate any portion of the recorded Plat for the Properties, as recorded in the Public Records of Palm Beach County, Florida, which provide for open space, unless it vacates the entire Plat of record.

Section 5. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE III

PROPERTY RIGHTS

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

(a) The right of the Association to suspend the voting rights and right to use the recreational portions of the Common Area by an Owner for any period during which any assessment against his Unit remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without consent of two-thirds (2/3) of the votes of the Association, and without prior written consent of Declarant.

(c) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

(d) The right of the Association to grant permits, licenses, and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties.

Section 2. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the Common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. The Association shall have two classes of voting membership:

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Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B members shall be the Declarant and shall be entitled to two hundred eighty-eight (288) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) Four (4) months after 75% of the Units that will be ultimately operated by the Association have been purchased by Unit purchasers; or,

(b) Three years following conveyance of the first Unit in the Properties to a Unit purchaser; or,

(c) Such earlier date as Declarant may determine.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessments. The Declarant hereby covenants, creates and establishes, and each Owner of a Unit, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 and Section 4 of this ARTICLE V:

(a) The annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. At such time that there are improvements in any Common Area for which the Association is responsible to maintain, repair and replace, the Association shall include a "Reserve for Replacement" in the annual assessment in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area. Such assessments shall be in equal amounts against the Owners of each Unit.

(b) Special assessments for capital improvements, emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Owners of each Unit.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

(d) Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Owners of each Unit.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties hereby covenants, and each Owner of any Unit by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such

Amended 10/9/85
1. ARTICLE V, Section 1(a) and (b) of the Declaration is amended to read as follows:
(a) The annual assessment shall be established by the adoption of an Operating Budget, as established by the Board of Directors at a duly called meeting of the Board of Directors. At such time as Class B Membership ceases, any increase in the annual assessment of more than 1% above the assessment for the previous year, must be approved by a majority vote of the members present, in person or by proxy, at a meeting duly called for that purpose at which a quorum is present. Upon the adoption of an Operating Budget, as hereinabove provided, written notice of the amount and date of commencement thereof, shall be given to each Unit Owner not less than thirty (30) days in advance of the date of said commencement.
(b) Charges incurred and assessed under section 1(c) above may be established by a vote of the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct. Any other special assessments, or fees, dues or charges may be established by a vote of the Board of Directors, but the same must also be approved by a majority of the votes cast by members who are voting in person or by proxy, at a meeting duly called for this purpose at which a quorum is present. If such assessment exceeds ten percent (10%) of the annual Operating Budget.

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assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Unit, name of the Owner, amount due and the due dates. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees and personal representatives.

Section 3. Commencement of First Assessment. Assessments provided herein shall first commence as to each Unit on the day of the conveyance of title of each Unit by Declarant to a purchaser thereof (unless otherwise specifically set forth by Declarant in such conveyance to the contrary). The annual assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date.

Section 4. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) The annual assessment shall be established by the adoption of an Operating Budget, as established by the Board of Directors at a duly called meeting of the Board of Directors. At such time as Class B Membership ceases, any increase in the annual assessment above the assessment for the previous year, must be approved by a majority vote of the members present, in person or by proxy, at a meeting duly called for that purpose at which a quorum is present. Upon the adoption of an Operating Budget, as hereinabove provided, written notice of the amount and date of commencement thereof, shall be given to each Unit Owner not less than thirty (30) days in advance of the date of said commencement.

(b) Until such time as Class B Membership ceases, special assessments against the Owners, and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by a vote of the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct. At such time that Class B Membership ceases, any such special assessments, or fees, dues or charges may be established by a vote of the Board of Directors, but the same must also be approved by a majority of the votes cast by members who are voting in person or by proxy, at a meeting duly called for this purpose at which a quorum is present.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Units for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

(d) The Association shall prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

(e) Declarant shall establish a Working Capital Fund for the initial months of operation of the Association, which shall be collected by the Declarant from each Unit Purchaser at the time of conveyance of each Unit to such Purchaser in an amount equal to two months of the annual assessment for each Unit. Each Unit's share of the Working Capital Fund shall be collected and transferred

to the Association at the time of closing of the sale of each Unit and maintained in a segregated account for the use and benefit of the Association. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid within thirty (30) days after the due date, a late fee of \$25.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

Amend 12/1/85

2. ARTICLE V, Section 5. of the Declaration is amended by adding the following sentence:

If an assessment payment is not made within thirty (30) days of the due date, the Board may accelerate the entire annual amount of the assessment and declare it due and payable immediately.

Section 6: Subordination of the Lien to Mortgages. As hereinabove provided in Section 2, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a bona fide first mortgage on any Unit, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Unit being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Unit; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a bona fide first mortgage, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Unit or chargeable to the former owner of the Unit which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Units (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the Purchaser or Transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Area. The Association shall at all times maintain, repair and replace at its expense all Common Areas, including all improvements placed thereon, in good condition and repair.

Section 2. Units. The Association shall at all times maintain the finished, outside, exterior surfaces of all dwellings and other exterior improvements on each Unit as originally constructed by Declarant, including the exterior surfaces of the walls, roof, and fences, but specifically excluding all windows or other glass, screening and exterior fixtures. This maintenance obligation pertains only to the exterior surfaces. Any maintenance repairs or replacement of improvements under the exterior surface is the obligation of the Owner thereof, provided, however, as to the roof, the Association is responsible for the maintenance and repair of the roof tiles and paper (or the like) which are above the

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plywood sheathing (or the like) of said roof. The Association shall also maintain all landscaping upon the Unit which is outside the fenced-in privacy areas of each dwelling. Each Owner shall maintain all landscaping and other ground surfaces inside the privacy areas.

Section 3. Right of Entry by Association. Whenever it is necessary to enter a Unit, or the dwelling thereon, for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the dwelling or improvements upon the Unit, the Owner thereof shall permit an authorized agent of the Association to enter such dwellings, or go upon the Unit, provided that such entry shall be made only at reasonable times. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made at any time. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 4. Others. Where reasonably possible, and upon request of Declarant, the Association shall also maintain the vegetation, landscaping and sprinkler system, if any, upon areas which are not within the Properties but abut same and are owned by a utility, governmental authority, or quasi-governmental entity so as to enhance the appearance of the Properties, such as swale areas, lake banks or median areas within the right of way of abutting public streets, roads or areas within any water management tracts, drainage canal rights of ways or other abutting waterways. In the event a portion of a master sprinkler system should be within the boundaries of a Unit, the Association shall maintain it and have the right of access to the Unit for such purposes.

ARTICLE VII

MAINTENANCE OBLIGATION OF UNIT OWNERS

Section 1. Owner's Responsibility. Each Unit Owner is responsible for the repair, maintenance and/or replacement at his expense of all portions of the dwelling and other improvements constructed on his Unit which are not to be maintained by the Association as hereinabove provided. Accordingly, each Owner shall maintain at his expense the interior of the dwelling, and all doors (except the exterior surface thereof), windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his expense the roof (except as otherwise provided in ARTICLE VI hereof) and all structural, electrical, mechanical and plumbing elements thereof. Owner is strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Directors and Architectural Control Committee, including the painting, cleaning, repair or replacement of the exterior surfaces of the walls (except for windows and screens), roof or fence located on a Unit and is prohibited from planting of any additional landscaping except within the fenced-in privacy area, without said consent.

Section 2. Owner Liability. Should any Owner do any of the following:

- (a) Fail to perform the responsibilities as set forth in Section 1 of this ARTICLE VII; or,
- (b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,

(c) Undertake unauthorized improvements or modifications to his dwelling or to any other portion of his Unit or to the Common Area, as set forth herein;

the Association, after approval of two-thirds (2/3rds) vote of the Board of Directors and ten days prior written notice, shall have the right, through its agents and employees, to enter upon said Unit and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Unit is subject.

ARTICLE VIII

EASEMENTS UPON THE UNITS

In the event that any dwelling or other improvement upon a Unit, as originally constructed by Declarant, shall encroach upon any other Unit or improvement thereon, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties, nor shall any dwelling or other improvements on each Unit, as originally constructed and provided by Declarant, be altered, changed, repaired or modified unless prior to the commencement of any work thereof, two complete plans and specifications therefor, including, as applicable, front, side and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Unit with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by an Architectural Committee. The foregoing prior approval is intended to specifically apply to the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Unit.

Section 2. Membership to Committee. The Architectural Committee shall, until their successors are appointed, consist of the following:

- Philip A. Binns
- Willard Cox
- Earl S. Poor

Until such time as Declarant's Class B membership expires as provided in Article IV hereof, in the event of the resignation, failure, refusal or inability of any member to act, Declarant shall have the right to appoint a person to fill such vacancy, and in the event Declarant fails to fill such vacancy within thirty (30) days of such occurrence, and upon the expiration of said Class B membership, the Board of Directors shall select and fill any such vacancy by appointment for a term as determined by the Board.

Section 3. Endorsement of Plans. Approval of plans, specifications and location of improvements by the Architectural Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Committee to the person submitting the same. The

Amend 10/1/01

ARTICLE IX, Section 3 of the Declaration is amended to read as follows:

Section 3. Endorsement of Plans. Approval of plans, specifications and location of improvements by the Architectural Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Committee to the person submitting the same. Approval criteria and the reasonableness of the plans submitted shall be a matter of the Architectural Committee's sole discretion. The approval of the Architectural Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units.

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approval of the Architectural Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units.

Section 4. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Committee,

Section 5. Deemed Approval.

(a) After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this ARTICLE IX unless notice to the contrary shall have been recorded in the Public Records, or legal proceedings shall have been instituted to enforce such compliance.

(b) In the event that the Architectural Committee shall fail, for a period of thirty (30) days to approve or disapprove any plans, specifications, or plot plans, submitted to it for approval, the same shall be deemed to have been approved.

Section 6. Right of Entry. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Committee under construction or on or in which the agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

Section 7. Declarant Exempt. The Declarant, Units owned by Declarant and improvements made by Declarant shall be exempt from the application of this ARTICLE IX and Declarant therefore is not obligated to comply with the provisions hereof.

ARTICLE X

RIGHTS OF DECLARANT

Section 1. Sales Office. For so long as the Declarant owns any property affected by this Declaration, or in the same vicinity, the Declarant shall have the right to transact any business necessary to consummate sales of any said property or other properties owned by Declarant, including but not limited to, the right to maintain model dwellings, have signs on any portion of the Properties, employees in the offices, use the Common Area and snow dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Easements. For a period of fifteen (15) years, commencing upon the recordation of this Declaration, Declarant reserves the right to grant, in its sole discretion, easements for ingress and egress, for drainage, utilities service, cable TV and/or CATV service and other similar purposes over, upon and across the Properties so long as any said easements do not run under any dwellings on the Units nor interfere with the intended uses of any portion of the Properties.

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ARTICLE XI

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records.

ARTICLE XII

PROHIBITED USES

Section 1. All garbage cans, trash containers, bicycles and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Motorcycles may be parked in the assigned parking areas.

Section 2. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Committee.

Section 3. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised or maintained on any Unit; PROVIDED, HOWEVER, that dogs and cats (a maximum total of two [2]) and other household pets (in reasonable numbers) may be kept in the dwelling if their presence causes no disturbance to others. All dogs shall be kept on a leash when not on the Owner's Unit and shall be walked only on areas designated for pets by the Board of Directors, if any.

Section 4. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Unit.

Section 5. No boats, boat-trailers, business vehicles (except vehicles which would otherwise be permitted and which also are for personal use) or campers (motorized or towed) shall be parked on the Properties. No trucks or vans which are larger than one-half (1/2) ton shall be parked on the Properties. No vehicles of any nature shall be parked on any portion of the Properties or a Unit except on the surfaced, parking area thereof. No vehicle repairs or maintenance (except for minor items such as oil changing, fixing a flat tire or washing) shall be allowed on the Properties, unless a specific area for these activities is designated by the Association.

Section 6. No signs, except as approved by the Architectural Committee, shall be placed, erected or displayed on any Unit.

Section 7. No trade or business shall be conducted, nor any commercial use made of any Unit.

Section 8. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Units shall be maintained in first class condition with well kept lawn and well maintained landscaping.

Section 9. No nuisance shall be allowed upon any Unit or any use or practice that is a source of annoyance to other Unit owners or interferes with the peaceful possession and proper use of the Units by the residents thereof.

Section 10. No improper, offensive or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 11. No television or radio masts, towers, poles, antennas or aerials may be erected, constructed, or maintained.

Section 12. Each Unit is restricted to residential use as a single family residence by the Owner or Owners thereof, their

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immediate families, guests and invitees, or their lessees. No more than five (5) persons shall be permitted to permanently reside in any Unit.

Section 13. The Declarant has provided each Unit with a certain color of window treatment (such as interior window blinds). The color of such window treatments shall not be changed, without consent of the Architectural Committee.

Section 14. No person shall use the Unit or any parts, thereof, in any manner contrary to this Declaration.

Section 15. No Owner nor the Architectural Committee, nor their use of any Units, shall interfere with the Declarant's completion and sale of the Units.

Section 16. The above restrictions set forth in this ARTICLE XII shall not apply to Declarant or its agents, employees, successors or assigns during the period of construction and sales of the Properties.

ARTICLE XIII

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 the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners who are entitled to vote a majority of all votes of the Association PROVIDED that for the period of time that Declarant owns one (1) or more Units, the Declarant's written consent must first be obtained. The Declarant shall have the right at any time within ten (10) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection. Further, any amendment which would affect the surface water management system, including the water management tract (L-1) portion of the common area, must have the prior approval of the South Florida Water Management District.

Amend 10/19/85

1. ARTICLE XIII, Section 1, of the Declaration is amended to read as follows:

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the execution of an instrument executed by Owners who are entitled to vote a majority of all votes of the Association PROVIDED that for the period of time that Declarant owns one (1) or more Units, the Declarant's written consent must first be obtained. The Declarant shall have the right at any time within ten (10) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection. Further, any amendment which would affect the surface water management system, including the water management tract (L-1) portion of the common area, must have the prior approval of the South Florida Water Management District. A Certificate of Amendment executed by two corporate officers shall be recorded in the public records setting forth such amendments.

Amend 10/15/90

1. ARTICLE XIII, Section 1, of the Declaration is amended to read as follows:

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the execution of an instrument executed by at least two-thirds (2/3) of Owners who are entitled to vote a majority of all votes of the Association without the prior approval of any mortgagee enjoying such protection. Further, any amendment which would affect the surface water management system, including the water management tract (L-1) portion of the common area, must have the prior approval of the South Florida Water Management District and a Certificate of Amendment executed by two corporate officers shall be recorded in the public records setting forth such amendments.

Amend 10/15/90

3. ARTICLE XIII of the Declaration is amended by adding the following new Sections 6, and 7.

Section 6. Enforcement Without Suit. If an Owner fails to comply with the terms of this Declaration, the Association By-Laws, or the rules and regulations adopted pursuant thereto, and as a result of such failure it becomes necessary for the Association to employ an attorney in order to insure that the Owner complies with the terms of the governing documents, the Unit Owner will be assessed by the Association for the cost of such attorney's fees, regardless of whether or not suit may be instituted.

Section 7. Amendment to Articles and By-Laws by Written Approval. In addition to any other methods of amending the Association Articles of Incorporation and By-Laws, the Articles and By-Laws may also be amended by the written approval of a proposed amendment by a majority of members eligible to vote.

Amend 10/15/90

2. ARTICLE XIII, Section 7, of the Declaration is amended to read as follows:

Section 7. Amendment to Articles and By-Laws by Written Approval. In addition to any other methods of amending the Association Articles of Incorporation and By-Laws, the Articles and By-Laws may also be amended by the written approval of a proposed amendment by at least two-thirds (2/3) of the members eligible to vote.

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RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

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ARTICLE XIV

INFORMATION TO LENDERS AND UNIT OWNERS

Section 1. The Association shall make available to Unit Owners and to lenders, and to holders, insurers, or guarantors of any first mortgage on any Unit, current copies of this Declaration of Restrictions, the Articles of Incorporation or By-Laws of the Association, other rules concerning these Properties and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Any holder of a first mortgage upon a Unit shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Upon written request to the Association by a holder, insurer, or guarantor of any mortgage of a Unit (hereinafter referred to as "Lender"), which written request shall identify the name and address of the Lender and the Unit number and address thereof, the Lender will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects either a material portion of the Properties, or the Unit securing its mortgage;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE XV

INSURANCE

Section 1. Dwellings and Improvements on Units. The Association shall purchase and maintain a policy of fire and standard extended coverage insurance on all dwellings and all other insurable improvements situated upon all Units within the Properties, as originally constructed and equipped by Declarant including all fixtures, partitions, appliances and cabinetry, in an amount not less than the maximum insurable replacement value thereof, excluding land, foundation, excavation and other items normally excluded from coverage. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to building and improvements similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.

Section 2. Common Areas. The Association shall purchase and maintain a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) any fixtures and building service equipment and common personal property and supplies. This insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is

available. This policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of the Common Areas, exclusive of land, foundation, excavation and other items normally excluded from coverage. The policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association shall also obtain, if available, the following special endorsements: "Agreed Amount" and "Inflation Guard Endorsement".

Section 3. Flood Insurance. If the Properties are located within an area which has special flood hazards, as defined by the Federal Emergency Management Agency, the Association shall obtain and pay the premiums upon a policy of flood insurance on Common Areas and any buildings or other common property covered by the required form of policy (herein "Insurable Property"), in an amount deemed appropriate, but not less than the following:

The lesser of (i) the maximum coverage available under National Flood Insurance Program for all buildings and other insurable Property within any portion of the Common Area located within a designated flood hazard area; or (ii) one hundred percent (100%) of current "replacement cost" of all such buildings and other Insurable Property.

Section 4. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all the Common Area. The coverage shall be at least for One Million Dollars (\$1,000,000.00) for bodily injury and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries in connection with the operation, maintenance or use of the Common Area, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Such policies must provide that they may not be cancelled or substantially modified by the insurer, without at least ten (10) days' prior written notice to the Association.

Section 5. Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Units, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

(i) Fidelity bonds shall name the Association as an obligee.

(ii) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Owner's Association as a common expense;

(iii) The bond shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of

premium) without at least ten (10) days' prior written notice to the Association and to each named mortgagee in the Association's hazard insurance policy at that time.

Section 6. Purchase of Insurance. All insurance purchased pursuant to this ARTICLE XV shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 7. Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 8. Owners' Responsibility. Each Owner may obtain insurance, at his own expense, affording coverage upon his own personal property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right of contribution.

Section 9. Insurance Trustee. All insurance policies purchased in accordance with the above Sections of this ARTICLE XV shall provide that if the proceeds payable to the Association as a result of any insured loss exceed \$50,000 then the proceeds shall be paid to an Insurance Trustee to be named by the Association in the event of a loss; if, however, the proceeds do not exceed \$50,000 then they shall be paid directly to the Association. In the event of an insured loss where payment will be made to the Insurance Trustee, a state, national or federal bank doing business in Palm Beach County and having trust powers (or other entity approved by the holder of the largest dollar amount of institutional first mortgages on the Units) shall be designated as Trustee by the Association (said Trustee, acting as such, is herein referred to as the "Insurance Trustee"). The Insurance Trustee shall not be liable for payment of premiums, the removal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association and the Owners as follows:

(a) Proceeds on account of damages to the dwellings and Units shall be held for the benefit of the Owners of the damaged dwellings in proportion to the cost of restoring the same suffered by each damaged dwelling. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate proportions, each Owner shall be bound thereby and the Insurance Trustee may rely upon said certification.

(b) Proceeds on account of damage to Common Area shall be held for the Association.

Section 10. Association as Agent. The Association is irrevocably appointed agent for each Owner, for each owner of a Mortgage upon a Unit and for each Owner of any other interest in a Unit or the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

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Section 11. Responsibility. If the damage is only to those parts of a dwelling for which the responsibility of maintenance and repair is that of the Owner(s) then said Owner(s) shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the Association.

Section 12. Nature of Reconstruction. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes. Unless appropriate governmental approval is received, the dimensions of the replacement dwelling shall not exceed the dimensions of the previous dwelling.

Section 13. Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, of those required by any Institutional Mortgagee involved.

Section 14. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against the Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Owners for damage to dwellings shall be in proportion to the cost of reconstruction of their respective dwellings, subject to the provisions in the Declaration regarding common roofs and party walls. Such assessments on account of damage to all other improvements shall be uniform against all Owners.

Section 15. Disposition of Proceeds.

(a) The proceeds of insurance and any special assessments, if any, collected on account of a casualty shall constitute a construction fund which shall be disbursed from time to time, as the work progresses. The holder of the construction fund shall make payments upon the written request for a disbursement accompanied by an appropriate certificate signed by the party responsible for the repair and by the architect, engineer or contractor in charge of the work, setting forth:

(1) That the sum then requested either has been paid or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanics' or materialmen's liens.

(3) That the cost, as estimated, of work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the construction funds after the payment of the sum so requested.

(b) It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of all improvements other than dwellings, and then to the dwellings. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be distributed to or

kept by the Association. In the event special assessments had been made against some, but not all, Owners, under Section 14 hereof, then the Association shall return said balance, pro-rata, to the Owners who paid said special assessment.

Section 16. Effect of Mortgagee Endorsements Concerning Insurance Proceeds. In the event a mortgagee endorsement has been issued on any Unit, the share of the Owner shall be held in trust for the mortgagee as its interest may appear; PROVIDED, HOWEVER, that no mortgagee shall have the right to apply or have applied to, the reduction of its mortgage debt any insurance proceeds. All mortgagees agree to waive the rights to said proceeds if the same are used pursuant to the provisions of this Declaration to pay for the restoration of such damage. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Owner from his duty to reconstruct damage to his dwelling as heretofore provided.

Section 17. Authority of Association. In all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

ARTICLE XVI

RESTRICTIONS ON TRANSFERS AND LEASES

Section 1. In order to maintain a community of congenial residents who are financially and socially responsible and thus protect the value of the Units, the transfer and mortgaging of Units by other than the Declarant shall be subject to the provisions hereinafter set forth.

Section 2. Transfers Subject To Approval:

(a) Sale. No Owner may dispose of a Unit or any interest in a Unit, by sale or otherwise, without approval of the grantee by the Association. All dispositions under this ARTICLE XVI, or otherwise, shall comply fully with all of the provisions of this Declaration and its Exhibits.

(b) Lease. No Owner may dispose of a Unit or any interest in a Unit by lease without approval of the lessee by the Association. A Unit shall not be leased for a term less than three (3) months and not more than twice during any calendar year.

(c) Gift. If any person shall acquire his title or right to occupy by gift, the continuance of his ownership of the Unit shall be subject to the approval of the Association.

(d) Devise Or Inheritance. If any Owner shall acquire his title by devise or inheritance, the continuance of his ownership of the Unit shall be subject to the approval of the Association.

(e) Other Transfers. If any Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of the Unit shall be subject to the approval of the Association.

Section 3. Approval Of Association. The approval of the Association that is required for the transfer of all or part of ownership of Units shall be obtained in the following manner:

(a) Notice To Association.

(1) Sale. An Owner intending to make a "bona fide" sale of his Unit shall give to the Association notice of such intention, together with such information concerning the intended purchaser as set forth on the form marked EXHIBIT "D" attached hereto. Such notice, at the Owner's option, may include a demand by the Owner that the Association furnish a purchaser for the Unit if the proposed purchaser is not approved; if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract of sale and purchase.

(2) Lease. An Owner intending to make a "bona fide" lease of his entire Unit shall give to the Association notice of such intention, together with such information concerning the intended lessee as set forth on the form marked EXHIBIT "D" attached hereto. Such notice, at the Owner's option, may include a demand by the Owner that the Association furnish a lessee for the Unit if the proposed lessee is not approved; if such demand is made, the notice shall be accompanied by an executed copy of the proposed lease.

(3) Gift, Devise Or Inheritance, Other Transfers. An Owner who has obtained his title by a gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice thereof, together with such information concerning the Owner as the Association may require and a copy of the instrument evidencing the Owner's title.

(4) Failure To Give Notice. If the required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event allegedly transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the same. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(5) Bona Fide Offer. A "bona fide" offer as used herein shall mean an offer in writing, binding upon the offeror, disclosing the name and address of the real party in interest and containing all of the terms and conditions of such proposed lease or sale and accompanied by an earnest money deposit in current legal funds.

(b) Approval By Association.

(1) Transfer Fee. There may be a transfer fee, as established and charged by the Association for the approval procedures set forth in this Article.

(2) Sale Or Lease. If the proposed transaction is a sale or lease, then within ten (10) days after receipt of the notice and information concerning the proposed purchaser or lessee, (including responses to character and financial inquiries), that the Association may request, the Association must either approve or disapprove the proposed transaction. If the transaction is a sale, the approval shall be stated in a certificate, executed by the Association, the form of which is attached hereto as EXHIBIT "E", which shall be recorded, at the expense of the party recording the deed, in the Public Records as an attachment to the instrument of conveyance. The grantee shall provide the Association with a photocopy of the recorded deed. If the transaction is a lease, the approval shall be executed in a similar manner as said EXHIBIT "E" and delivered to the lessor. The liability of the Owner under the terms of this Declaration shall continue notwithstanding the fact that the Unit may have been leased.

(3) Gift; Devise Or Inheritance; Other Transfers. If the Owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within ten (10) days after receipt of the notice and information

required to be furnished concerning such Owner, the Association must either approve or disapprove the continuance of the Owner's ownership of the Unit. If approved, the approval shall be stated in a certificate, executed by the Association, in the form of which is attached hereto as EXHIBIT "E", and which shall be recorded in the Public Records.

(4) Approval Of Corporate Owner Or Purchaser. If the proposed purchaser of a Unit is a corporation or other entity, the approval of the ownership by the entity will be conditioned upon requiring that all persons who shall be occupants of the Unit be approved by the Association, and that the principals of the Corporation or entity shall guarantee the performance by the corporation of the provisions of this instrument and execute either a copy thereof or a certificate to that effect.

(5) Failure To Approve. Failure of the Association to either approve or disapprove within the terms set forth shall be deemed approval.

Section 4. Disapproval By Association. If the Association shall disapprove a transfer of ownership or the leasing of a Unit, the matter shall be disposed of in the following manner:

(a) No Request For Substitute. If the proposed transaction is not approved and the Owner has made no demand for providing a substitute purchaser or lessee, the Association shall deliver a certificate of disapproval and the transaction shall not be consummated.

(b) Sale Or Lease -- Request For Substitute. If the proposed transaction is not approved and the request for substitute has been made, the Association shall deliver, or mail by registered mail, to the Owner a bona fide agreement to purchase or rent the Unit by a purchaser or lessee approved by the Association who will purchase or lease and to whom the Owner must sell or lease the Unit upon the following terms:

(1) The price to be paid and terms of payment shall be as stated in the disapproved offer to sell or rent.

(2) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase or on the closing date set forth in the disapproved offer to sell, whichever last occurs. The lease shall take effect as of the date of the proposed lease.

(3) If the Association shall fail to provide a purchaser or lessee upon the demand of the Owner in the manner provided, or if a purchaser or lessee furnished by the Association shall default in his agreement to purchase or lease, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved as elsewhere provided.

(c) Gifts, Devise Or Inheritance; Other Transfers. If the Owner has acquired his title by gift, devise or inheritance, or in any other manner, and the continuance thereof is disapproved, the Association shall deliver or mail by registered mail to the Owner an agreement to purchase the Unit by a purchaser approved by the Association who will purchase and to whom the Owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the Seller and the Purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement, the price shall be determined by an independent appraiser appointed by the Chairman of the local Board of Realtors. Upon determination of the price, the owner and purchaser shall execute a bona fide contract of purchase and sale of the Unit.

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(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following the determination of the sales price.

(4) The contract shall be the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in the County in which this Declaration is recorded.

(5) If the Association shall fail to provide a purchaser as required herein, or if a purchaser furnished by the Association shall default in his agreement to purchase, the provisions of Paragraph (3) of Section 4 of this Article shall apply.

Section 5. Exceptions; Proviso. The foregoing provisions of this ARTICLE XVI shall not apply to a transfer to or transfer by an Institutional Mortgagee or its nominee that acquires its title as a result of a deed from the Mortgagor in lieu of foreclosure or through foreclosure proceedings.

(a) Proviso. Should an Institutional Mortgagee or its nominee acquire title to a Unit as hereinabove provided, such Institutional Mortgagee or nominee shall immediately thereafter notify the Association of such fact. The failure of such a Mortgagee to so notify the Association shall not affect the validity of any deed to or by such Mortgagee nor make the conveyance subject to approval by the Association. The purchase from an Institutional Mortgagee or its nominee shall not be subject to approval by the Association as provided in this ARTICLE XVI.

(b) Proviso. Should any purchaser acquire title to a Unit at a duly advertised public sale with open bidding as provided by law, then such person shall immediately thereafter notify the Association of such fact and shall be governed by Paragraph (c) of Section 4 of this Article, and all of the provisions of this instrument.

Section 6. Homeowner Documents. It shall be the responsibility of the transferor of a Unit to transfer to transferee the copy of these documents originally provided to said transferor. Notwithstanding this Section 6, the transferee shall be bound by the terms of this instrument even though the transferor has failed to comply herewith.

Section 7. Unauthorized Transactions. Any sale, mortgage or lease not authorized pursuant to the provisions of this Declaration shall be void unless subsequently approved by the Association.

Section 8. Proviso. No certificate of approval shall be issued by the Association, as provided in this ARTICLE XVI, until all sums due by the Owner pursuant to this Declaration are current and paid.

Section 9. Inapplicability To Declarant. None of the provisions of this ARTICLE XVI shall apply to any Unit owned, initially or reacquired, by the Declarant or any corporation that is a parent, affiliate or subsidiary of the Declarant and said firms may sell or lease any such Units as they deem fit.

Section 10. Inter-Family Transfers. None of the provisions of this ARTICLE XVI shall apply to a transfer between joint or co-tenants, or among spouses; nor shall they apply to transfers between members of immediate families where the grantee is not to take immediate possession (i.e., Life-estate deed, joint tenancy with children, etc.). However, they shall govern at the time that any previously unapproved party takes possession.

Section 11. Immunity From Liability For Disapproval. The Association, its agents or employees, shall not be liable to any person whomsoever for approving or disapproving of any person

pursuant to this ARTICLE XVI, or for the method or manner of conducting the investigation. The Association, its agents or employees shall never be required to specify any reason for disapproval.

ARTICLE XVII

ROOF MAINTENANCE OR REPLACEMENT

Section 1. It is contemplated that portions of the roof of each building containing the Units will extend over more than one (1) Unit and shall be a common roof. In the event that a portion of a roof requires repair or replacement by the Owners pursuant to ARTICLE VII hereof, then the cost thereof in excess of insurance proceeds, if any, shall be shared prorata by the Owners of the Units over which that portion of the roof to be repaired or replaced is situated; provided, however, that in the event that damage or destruction is confined to the roof area wholly within the dimensions of a single Unit, cost of repair and replacement thereof which is in excess of insurance proceeds, if any, shall be paid by the Owner of said single Unit. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement, in excess of insurance proceeds. If any Owner shall neglect or refuse to perform the maintenance as required in this Article or pay his share, or all of such cost, as the case may be, any other affected Owner may have such roof repaired or replaced and shall be entitled to file in the Public Records a lien on the Unit of the other Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus attorneys' fees and costs, which may be foreclosed in the same manner as a lien of a mortgage. If an Owner shall give, or shall have given a mortgage or mortgages upon his Unit, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owners.

Section 2. Arbitration. In the event of any dispute arising under the provisions of this Article, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding, provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators and shall be binding.

ARTICLE XVIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings (including fences, if any) upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the Units abutting same except as otherwise provided in ARTICLE VI hereof as to the Association's responsibilities.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining Unit may restore it, and in the event the cost thereof is in excess of the insurance proceeds, the Owners of the other adjoining Unit shall contribute equally to pay such excess without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

Section 5. Rights to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. If any Owner shall neglect or refuse to pay his share under the provisions of this Article, any other affected Owner is entitled to file a lien in the Public Records on the Unit of the defaulting Owner in the amount of such share plus attorneys' fees and costs, which may be foreclosed in the same manner as a lien of a mortgage.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding, provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators and shall be binding.

Section 7. Alterations. The Owner of any Unit sharing a party wall with an adjoining Unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall without consent from the Owner of such adjoining Unit.

Section 8. Perpetual Use. Each common wall to be constructed on the dividing line between the Units is to be and remain a party wall for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said Units being conveyed subject to this condition and this condition shall be construed to be a covenant running with the land in perpetuity.

Section 9. Mortgagees Protections. So long as there shall be a mortgage or mortgages upon any Units, the provisions of this ARTICLE XVIII shall not be modified, abandoned, or extinguished as to that Unit without the consent of such mortgagee. If a Unit Owner shall give or shall have given, a mortgage or mortgages upon his Unit, then the Mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an Owner hereunder and in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the Unit Owner.

Section 10. Right of Access. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Units shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner and consent is hereby given to enter on the adjacent Unit to effect necessary repairs and reconstruction.

Section 11. Location of Reconstruction. Whenever a party wall or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be

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constructed and shall be the same size and of the same or similar materials and of like quality.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 26th day of July, 1984.

DECLARANT:

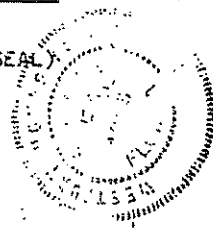
WESTBURY HOMES CORPORATION

By [Signature]
Its _____ President

ATTEST

By [Signature]
Its _____ Secretary

(CORPORATE SEAL)



WITNESSES:

[Signature]
As to DECLARANT

STATE OF FLORIDA)
COUNTY OF PAWLETT) SS.

Before me personally appeared J. MARTIN CARPER and PHILIP DICKENS

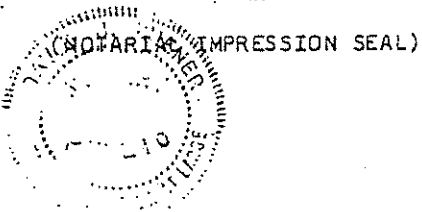
as _____ President and _____ Secretary, respectively, of WESTBURY HOMES CORPORATION, a Florida corporation, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as _____ President and _____ Secretary of said corporation, and they acknowledged to and before me that they executed such instrument in the presence of two (2) witnesses as such _____ President and _____ Secretary of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 26th day of July, 1984.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 14, 1984
James Dee Lee, Notary Public



84311 P0577

EXHIBIT A TO DECLARATION OF RESTRICTIONS FOR
SOMERSET

LEGAL DESCRIPTION

ALL THE LAND WITHIN THE PLAT OF SOMERSET, AS
RECORDED IN THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA, IN PLAT BOOK 48, PAGE 84.

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0117d/0001w

State of Florida



Department of State

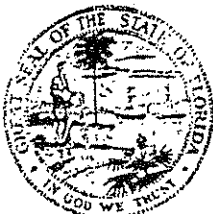
I certify from the records of this office that SOMERSET HOMEOWNER'S ASSOCIATION, INC., is a corporation organized under the laws of the State of Florida, filed on July 20, 1984.

The charter number of this corporation is N04290.

I further certify that said corporation has paid all fees due this office through December 31, 1984, and its status is active.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 23rd day of July, 1984.

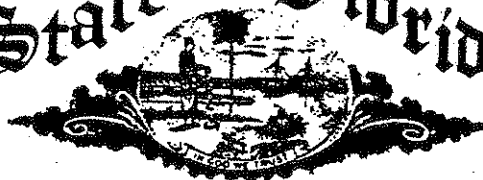
George Firestone
Secretary of State



CER-101

B#311 P0579

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SOMERSET HOMEOWNER'S ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on July 20, 1984, as shown by the records of this office.

The charter number of this corporation is N04290.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
23rd day of July, 1984.

George Firstone
Secretary of State



CER-101

84311 P0580

ARTICLES OF INCORPORATION
OF
SOMERSET HOMEOWNER'S ASSOCIATION, INC.
(A Corporation Not For Profit)

FILED
JAN 20 1970
P.A.M.

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is SOMERSET HOMEOWNER'S ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The street address of the Registered Office of the Association is 12773 West Forest Hill Boulevard, Suite 101, West Palm Beach, Florida 33414, and the name of the Registered Agent is Philip A. Binns.

ARTICLE III

All definitions in the Declaration of Restrictions to which these Articles are attached as Exhibit "8" and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV

PURPOSE 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 operation, maintenance and preservation of the Common Area, and improvements thereon, within that certain real property (and any additions thereto) described in the "Declaration of Restrictions" to which these Articles of Incorporation are attached as Exhibit "B", as recorded in the Public Records, (hereinafter referred to as the "Declaration"), and to promote the health, safety and welfare of the members of the Association.

ARTICLE V

POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration or By-laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident

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to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the 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. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3rds) of the members to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Unit;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the Association, except as otherwise provided in ARTICLE II of the Declaration;

(g) To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

(h) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise;

(i) To contract for management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided the Owners such as, but not limited to, garbage pick-up and other utilities and master antenna or cable television and/or radio system.

ARTICLE VI

MEMBERSHIP

Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

ARTICLE VII

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they

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determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

Class 9. The Class B member shall be the Declarant, and shall be entitled to two hundred and eighty-eight (288) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) Four (4) months after 75% of the Units that will be ultimately operated by the Association have been purchased by Unit purchasers; or,

(b) Three years following conveyance of the first Unit in the Properties to a Unit purchaser; or,

(c) Such earlier date as Declarant may determine.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of nine (9) by a majority vote of the Board of Directors.

The first election of Directors shall be held when Class B membership ceases as provided in ARTICLE VII hereof at a meeting of the members called for that purpose. Three (3) Directors shall be elected at this first election, one (1) for a term of one (1) year, one (1) for a term of two (2) years, and one (1) for a term of three (3) years. If the number of Directors is increased by the Board of Directors as provided above, then said Board shall also determine the term for each new directorship so created. At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of three (3) years. At the expiration of any term of three (3) years, any Director may be re-elected.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Willard Cox	12773 West Forest Hill Boulevard Suite 101 West Palm Beach, Florida 33414
Earl S. Poor	12773 West Forest Hill Boulevard Suite 101 West Palm Beach, Florida 33414
Philip A. Sinns	12773 West Forest Hill Boulevard Suite 101 West Palm Beach, Florida 33414

ARTICLE IX

DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, any member may petition

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the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by the members of the Association upon a vote of the majority of the membership entitled to vote at a meeting for which notice of the proposed amendment has been given.
2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail addressed to the member at his address as it appears on the membership books.
3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved at a duly called meeting, by an affirmative vote of a majority of the votes of the entire membership entitled to vote thereon.
4. By Written Statement. If all the directors and all the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 1., 2., and 3. above have been satisfied.
5. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:
 - (a) The name of the corporation.
 - (b) The amendments so adopted.
 - (c) The date of the adoption of the amendment by the members.

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Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

ARTICLE XII

SUBSCRIBERS

The names and street addresses of the Subscribers to these Articles of Incorporation are the same as listed in ARTICLE VIII hereof.

ARTICLE XIII

OFFICERS

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Willard Cox	12773 West Forest Hill Blvd. Suite 101 West Palm Beach, Florida 33414
Vice-President:	Earl S. Poor	12773 West Forest Hill Blvd. Suite 101 West Palm Beach, Florida 33414
Secretary-Treasurer:	Philip A. Binns	12773 West Forest Hill Blvd. Suite 101 West Palm Beach, Florida 33414

ARTICLE XIV

The original By-Laws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the By-Laws of the Association may be amended, altered or rescinded at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director, every Officer and every member to the Architectural Control Committee, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer or such Committee Member of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer or Member may be entitled.

ARTICLE XVI

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this day of , 1984..

[Signature]

Willard Cox

[Signature]

Earl S. Poor

[Signature]

PHILIP A. BINNS

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Willard Cox, Earl S. Poor and PHILIP A. BINNS, well known to me to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of JULY, 1984.

[Signature]

Notary Public
State of Florida at Large

(NOTARIAL SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 14, 1984
Repealed the 100 Fee Increase 10/1

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FILED
JUL 20 1 28 PM '84
TALLAHASSEE, FLORIDA

I HEREBY ACCEPT MY DESIGNATION AS REGISTERED AGENT.

[Signature]

PHILIP A. BINNS

Sworn to and subscribed before me this 16th day of JULY, 1984.

[Signature]

Notary Public
State of Florida at Large

(NOTARIAL SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 13, 1984
Expired from my file because I did

FILED
JUL 20 1 28 PM '84
OFFICE OF STATE
TALLAHASSEE, FLORIDA

84311 P0587

BY-LAWS
OF
SOMERSET HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is SOMERSET HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 12773 West Forest Hill Boulevard, Suite 101, West Palm Beach, Florida, 33414, but meetings of members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

The definitions of words as defined in the Declaration of Restrictions to which these By-Laws are attached as Exhibit "C" and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provided, however, in the case of an emergency, four (4) days' notice will be deemed sufficient) to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and

EXHIBIT C

B#311 P0588