

EXHIBIT "B"

ARTICLES OF INCORPORATION

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**ARTICLES OF INCORPORATION
OF
SOMERSET COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation:

**ARTICLE I
DEFINITIONS**

The words and phrases used in these Articles of Incorporation which are defined in the Declaration of Protective Covenants, Conditions and Restrictions for Somerset Country Club (the "Sub-Declaration") to which these Articles of Incorporation will be attached as an Exhibit, shall have the same meaning as such words and phrases have in the Sub-Declaration, unless the context provides otherwise. The terms defined in the Sub-Declaration are incorporated herein by reference.

**ARTICLE II
NAME**

The name of the corporation shall be SOMERSET COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which is hereinafter (in these Articles) referred to as the "Association."

**ARTICLE III
PURPOSES AND POWERS**

The objectives and purposes of the Association are to own, operate, manage, and administer those portions of real property, and to perform those objectives and purposes, as are authorized by the Sub-Declaration recorded (or to be recorded) in the Public Records of Broward County, Florida, and amendments filed in accordance therewith and as set forth in these Articles of Incorporation and the Bylaws of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Somerset Country Club Member or other Person.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into the powers and duties of the Association, except those which require specific approval of the Board of Directors or Somerset Country Club Members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the Bylaws or the Sub-Declaration. The Association shall also have all of the powers necessary to implement the purposes of the Association and to provide for the general health and welfare of its membership.

The Association is NOT a condominium association under Chapter 718, Florida Statutes.

ARTICLE IV MEMBERS AND VOTING RIGHTS

Section 1. Membership. Every Person who is a record Owner of a fee interest in any Lot which is or is at any time made subject to the Sub-Declaration shall be a Somerset Country Club Member of the Association, provided that any such Person who holds such interest merely as a security for the performance of an obligation shall not be a Member. Membership in the Association and transfer thereof shall be upon such terms and conditions as is provided for in the Sub-Declaration, Bylaws or these Articles.

Section 2. Classes of Membership. The Association shall have two (2) classes of voting Somerset Country Club Members:

(a) Class A. The Class A Members shall consist of all Owners of Lots subject to the Sub-Declaration, except the Class B Member.

(b) Class B. The Class B Member is the Declarant.

Section 3. Votes per Lot. Class A Members shall be entitled to one membership interest and one vote for each Lot owned; provided, however, when more than one Person holds title to a Lot, all such Persons shall be Somerset Country Club Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. The Class B Member shall be entitled to five times the total number of votes held by all Class A Members.

Section 4. Conversion of Class B Membership Interests. Class B membership shall cease and be deemed converted to Class A memberships upon the happening of one of the following, whichever first occurs (termination of the "Class B Control Period"):

- (a) the earlier of (i) immediately after 75 percent of all the Lots indicated on the Site Plan, as same may be amended from time to time, have been conveyed by Declarant to Lot Owners other than Declarant or (ii) March 31, 2005, or
- (b) At such earlier date as Declarant shall determine in its sole discretion.

Notwithstanding anything provided herein, the Class B membership shall exist until termination of the Class B Control Period even though Declarant may not own any Lots. By way of example only and not by way of limitation, Declarant transfers or conveys its interest or title in and to any lots which it may own and, contemporaneously thereto, assigns all of Declarant's rights to another person and/or entity.

Section 5. Multiple Ownership.

(a) If there is more than one Somerset Country Club Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one Person, such Somerset Country Club Members collectively shall be entitled to only one vote. The vote of the Owners of a Lot owned by more than one Person shall be cast by the person ("Voting Member") named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered.

(b) Notwithstanding the provisions of Section 5(a) above, whenever any Lot is owned by a husband and wife, they may, but shall not be required to, designate a Voting Member. If a proxy or certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

(1) When both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. If they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(2) When only one spouse is present at a meeting, the spouse present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Somerset Country Club Member shall not be considered.

(c) When neither spouse is present, the person designated in a proxy or certificate signed by either spouse may cast the vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Voting Member by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Voting Member by the other spouse, the vote of said Somerset Country Club Member shall not be considered.

Section 6. Meetings of Somerset Country Club Members. The Bylaws of the Association shall provide for an annual meeting of Somerset Country Club Members, make provision for regular and special meetings of Somerset Country Club Members other than the annual meeting and set the quorum requirements for meetings of the Somerset Country Club Members. Business of any nature whatsoever may be conducted at any special or annual meeting including, but not limited to, the election of directors.

Section 7. No Transfer or Hypothecation. No Somerset Country Club Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

Section 8. Loss of Membership. Any Somerset Country Club Member who conveys or loses title to a Lot by sale, gift, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Somerset Country Club Member with respect to such Lot and shall lose all rights and privileges of a Somerset Country Club Member resulting from ownership of such Lot.

ARTICLE V **CORPORATE EXISTENCE**

The Association shall have perpetual existence.

ARTICLE VI **BOARD OF DIRECTORS**

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three persons and no more than seven persons. The number of Directors if in excess of three persons shall be determined by the membership. A majority of the Directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of Directors.

Section 2. Board of Directors. The names and addresses of the Board of Directors of the Association, who shall hold office until the first annual meeting of Somerset Country Club Members (which first annual meeting of the Somerset Country Club Members shall not occur until 1997) and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
Cesar Llano	6262 Bird Road, Suite 3I Miami, Florida 33155
Patricia Urbanowski	6262 Bird Road, Suite 3I Miami, Florida 33155
Dirk Neumann	6262 Bird Road, Suite 3I Miami, Florida 33155

Section 3. Election of Somerset Country Club Members of Board of Directors. Except for the the above referenced Board of Directors, Directors shall be elected by the Somerset Country Club Members of the Association at the annual meeting of the membership as provided in the Bylaws of the Association (or at a special meeting called as required in the Bylaws), and the Bylaws may provide for the method of voting in the election and for removal from office of Directors. All Directors and officers (other than the above referenced Directors who may be re-elected from time to time) shall be Somerset Country Club Members or shall be authorized representatives, officers or employees of Declarant. The election of Directors shall be by voting as provided in accordance with the Bylaws. All persons nominated for membership by Declarant, or its Voting Members to the Board of Directors, shall be deemed to be an authorized representative, officer or employee of Declarant. During the Class B Control Period, no Director need be a Somerset Country Club Member.

Section 4. Duration of Office. Persons elected to the Board of Directors shall hold office until the next succeeding annual meeting of Somerset Country Club Members (or special meeting where the election of Directors is the subject of said meeting) and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a Director elected by the general-membership shall for any reason cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

Section 6. Compensation. Directors and officers, as such, shall receive no compensation for their services.

Section 7. Release of Certain Directors and Officers. Upon the resignation of a Director who was on the above referenced Board of Directors, or a Director elected during such period of time that Declarant holds a majority of the votes of the Association, or upon the resignation of an Officer who was one of the original Officers as designated in these Articles, or an officer of the Association elected during such period of time that Declarant holds a majority of the votes of the Association, such resignation shall operate to and shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions which the Association or Somerset Country Club Members had, now have or hereafter have or which any personal representative, successor, heir or assign of

the Association or Somerset Country Club Members hereafter can, shall or may have against said Officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE VII **OFFICERS**

Section 1. Officers. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect. One person may not hold more than one office, except for the offices of Secretary and Treasurer and Assistant Secretary and Assistant Treasurer. During the Class B Control Period no officer need be a Somerset Country Club Member. After the Class B Control Period, any officer that is not a Somerset Country Club Member shall remain in office until a replacement officer is elected. Notwithstanding the foregoing, the officers shall serve at the pleasure of the Board of Directors and may be replaced at any time and for any or no reason at any meeting of the Board of Directors (whether annual or special.) In order to effect any such replacement of officers, no resignation from such officer shall be necessary.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one year and thereafter until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President and Vice President shall be Directors; other officers may or may not be Directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, any Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may appoint an individual to fill such vacancy until the next election of Directors.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until their successors are duly elected and have taken office, shall be as follows:

<u>Name:</u>	<u>Address:</u>	<u>Office:</u>
Cesar Llano	6262 Bird Road, Suite 3I Miami, Florida 33155	President
Patricia Urbanowski	6262 Bird Road, Suite 3I Miami, Florida 33155	Vice-President/ Secretary
Dirk Newman	6262 Bird Road, Suite 3I Miami, Florida 33155	Treasurer

ARTICLE VIII **Bylaws**

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation. Such Bylaws may be altered, amended or repealed by the membership in the manner set forth in the Bylaws.

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ARTICLE IX AMENDMENTS

Section 1. Manner of Amendment. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted for approval by at least two thirds (2/3) of the Lot Owners at a meeting of the membership of the Association, provided that no amendment shall be effective which would affect the rights of the Class B Member without the approval of the Class B Member, and no amendment shall be effective which will adversely affect the rights of any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee. No amendment shall be made to these Articles of Incorporation which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Sub-Declaration. Any amendment to these Articles shall be filed with the Secretary of State of the State of Florida, and a certified copy of such amendment from the Secretary of State shall be recorded in the Public Records of the County.

Section 2. Conflict. In case of any conflict between these Articles of Incorporation and the Bylaws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Sub-Declaration, the Sub-Declaration shall control.

Section 3. HUD/VA. For so long as there is a Class B membership, amendment to these Articles, mergers, dissolution, consolidations and mortgaging of the common areas shall require the approval of HUD and/or HUD/VA. Annexation of additional properties shall be governed by the Sub-Declaration.

ARTICLE X INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation is:

<u>Name</u>	<u>Address</u>
Ignacio G. Zulueta	Ignacio G. Zulueta, P.A. 6255 Bird Road Miami, Florida 33155

ARTICLE XI INDEMNIFICATION

Section 1. Indemnity. The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, or suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, incorporator, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such

expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Expenses. To the extent that a Director, officer, incorporator, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees, appellate attorneys' fees and court costs) reasonably incurred by him in connection therewith.

Section 3. Approval. Any indemnification under Section 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, incorporator, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by a majority of the Somerset Country Club Members.

Section 4. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, incorporator, employee or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 5. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Somerset Country Club Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a Director, officer, incorporator, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 6. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The registered office of this corporation shall be at 6255 Bird Road, Miami, Florida 33131, with the privilege of having its office and branch offices at other places within or without the State of Florida. The registered agent shall be IGNACIO G. ZULUETA, whose address, for purposes

of receiving service of process, is c/o Ignacio G. Zulueta, P.A., 6255 Bird Road, Miami, Florida 33155.

ARTICLE XIII **DISSOLUTION**

The Association may be dissolved, consistent with the applicable provisions of Florida Statutes, upon petition having the assent given in writing and signed by not less than three-fourths of each class of Somerset Country Club Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes. Article IX herein also governs issues concerning mergers, consolidations and dissolution.

ARTICLE XIV **NO STOCK OR DIVIDENDS**

There shall be no dividends to any of the Somerset Country Club Members. This Association shall not issue shares of stock of any kind or nature whatsoever.

Somerset Country Club Homeowners
Association, Inc., a Florida not-for-profit
corporation,

By: Cesar Llano
Cesar Llano, President

ATTEST:

Patricia Urbanowski
Patricia Urbanowski, Secretary

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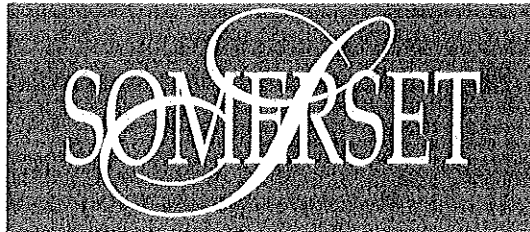
EXHIBIT "C"

COMMON AREA

Tract L-1, Tract L-2, Tract L-3, Tract L-4, Tract L-5, Tract L-6, Parcel A, as described in THE MIRAMAR PATIO HOMES PLAT, according to the plat thereof, recorded in Plat Book 159, Page 35, of the Public Records of Broward County, Florida.

**RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR**

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HOMEOWNER'S MANUAL

5400 S.W. 124th Ave.
Miramar, FL 33027

WELCOME TO SOMERSET

As a member of the Somerset family, we'd like to welcome you to your new home. You will be living in a treasured secluded community, designed to provide you with ease and convenience in your daily lifestyle.

We are enclosing a Homeowner's Manual that has been prepared just for you. You have probably discovered that buying a new home can be a complicated process. Of course, there are moments of joy also. We have designed this manual to make your new home experience as pleasant as possible.

Your homeowner's manual contains important information regarding your Limited Warranty, and helpful maintenance tips, essential to keep your Warranty in effect. It also includes information regarding your move in process, the "breaking in" phase of your new home and customer service procedures. The enclosed manual will summarize some of the information contained in the Bluegrass Lakes Homeowners' Association, Inc. ("Homeowners' Association") documents which are the actual governing documents at Somerset. We strongly urge you to review the material contained in the following pages, not only now but from time to time, for we believe it will help protect your investment and make your new home experience a successful one.

If you have any questions, please contact your sales manager. We are all here to serve you, even before you've moved in.

We are very pleased that you have chosen Somerset as your new home. Congratulations, and it will be our pleasure to see you very soon.

WELCOME FROM MANAGEMENT

The sales staff has been specifically trained to assist you with all the questions and concerns you may have prior to the closing, in an effort to make the buying process as easy and joyous as possible. Subsequent to the closing a Customer Service representative will be designated to assist you with all your questions and help you should any problems arise.

The Developer has been retained to oversee the day-to-day operations of The Bluegrass Lakes Homeowners' Association Inc. ("Homeowners' Association"). The following will help give you a brief outline of some of the services we will provide.

The duties of the Homeowners' Association include the responsibility for accounts payable, accounts receivable, maintaining the books and records, supervising subcontractors that work for the Association, and assisting in the enforcement of the provisions of the documents.

Your Association hires contractors to care for the common property of the Homeowners' Association. Guided by contracts, the budget, your Board of Directors and the Developers, The Bluegrass Lakes Homeowners' Association, Inc. gives these contractors direction.

The Developer has the experience, knowledge, and training necessary to operate and maintain your community to the highest standards. Our personnel are people-oriented and as such, will work with you and the subcontractors to help make the community a joy to live in, as well as preserve and protect your investment.

Your manager will be on-site overseeing the day-to-day operations of your Homeowners' Association. If you have any questions pertaining to customer service, please call the office at 829-0015 and we will forward you to the party that can assist you.

We look forward to serving you.

I. GENERAL INFORMATION

MAILING ADDRESS

Bluegrass Lakes Homeowners' Association, Inc.
5400 S.W. 124th Ave.
Miramar, FL 33027

CUSTOMER SERVICE

The Customer Service staff at Somerset has been well-trained in all aspects of property management. It is their job to assist you with your Limited Warranty specified under the purchase agreement and this manual. The customer service office hours are from 9:00 am to 4:00 pm each weekday. They can be reached at 829-0015.

HOMEOWNERS' ASSOCIATION

You are a member of the Bluegrass Lakes Homeowners' Association, Inc. The development is under the management of the Board of Directors. In your Homeowners' Association Documents you will find the descriptions of the tenure and responsibilities of each of the Directors and members.

For a more comprehensive treatment concerning the composition, structure and powers of the Association, please refer to the Homeowners' Association Documents given to you at the time of purchase. They consist of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and other information pertaining to Somerset.

EMERGENCY NUMBERS

Ambulance	Dial 911
Fire	Dial 911
Medical Rescue	Dial 911
Police	Dial 911
Air Conditioning	(305) 592-3354
Plumbing	(305) 499-9551

Electrical (954) 753-1399
Security System (Alarm) (305) 558-6203
Roofing (305) 693-6326

INSURANCE

Homeowners should purchase individual insurance policies for the coverage of personal property and contents, as well as individual liability coverage for their personal dwelling and its contents.

The insurance purchased by the Association does not cover claims against an owner due to accidents occurring on Homeowner property nor does it cover casualty, theft, loss, or flood damage to the contents of a home. It is the responsibility of the individual homeowner to purchase and pay for insurance for all such risks. It is important for each homeowner to understand what his/her responsibility will be if a total loss to the home is incurred. Professional insurance advice should be sought.

KEYS

You shall receive two sets of keys upon taking possession of your home. We do not retain any copies so please make additional copies of your own.

MAIL SERVICE

Your mail will be delivered from the Pembroke Pines post office. The phone number is (954) 437-2467. The hours are from 8:30 am to 5:00 pm Monday - Friday and 8:30 am to 12:00 pm on Saturday. It is located at 12277 Pembroke Rd., Miramar, FL 33025.

LAWN MAINTENANCE

Please make arrangements for maintenance of your lawn service. The Homeowners' Association will not be responsible for individual lots. Proper maintenance is required under the Homeowners' Association Documents.

MOVE IN PROCESS

You will be notified of your Walk Through Inspection two weeks prior to closing. If any of the punch out work is not completed prior to closing, you will be contacted to schedule a convenient day that we can perform the work.

Unless otherwise notified the closing will take place at the office of Ignacio G. Zulueta, P.A., located at 6255 Bird Rd., Miami, FL 33155. Ignacio Zulueta will be your closing agent. Should you have any questions pertaining to the closing, please call his office at (305) 669-8845.

Occupancy of your new home will take place after the closing. Please keep in mind that additional work may need to be completed after closing.

TRASH DISPOSAL

Your trash will be picked up on TBD and TBD. Trash must be at curbside by 6:00 am. The maximum number of trash bags or cans is five. Trash bags or cans are acceptable; card-board containers will not be accepted. Any tree trimmings must be broken down to a maximum of 4 ft. and tied in bundles weighing less than 50 lbs. There are bulk pick-ups available twice a year. Should you require additional information please contact BFI at (954) 472-6700.

RECYCLING

BFI will provide you with recycling bins and service at your request. For more information contact them at (954) 472-6700.

UTILITIES

Water service is provided by the City of Miramar, telephone service is provided by Bell South, electricity service is provided by Florida Power and Light, and television cable service is provided by Telemedia. To arrange for service please call these utility providers directly.

1. Water - (954) 967-1571-76
2. Bell South - (954) 780-2800
3. Florida Power & Light - (954) 797-5000
4. Telemedia - (954) 431-3881

II. RULES, REGULATIONS AND RESIDENT RESPONSIBILITIES

INTRODUCTION

Many people who fly take for granted those safety instructions that the flight attendant rehearses during each taxi. Similarly, homeowners often think that they have heard about every proper procedure, rule or regulation. It makes better sense not to take anything for granted. So, even if you're convinced you've heard it all before, please review this section with care so that your experience at Somerset remains pleasant and positive. As a single family home community, we are only as good as our willingness to cooperate and respect the privacy of our neighbors.

Thanking you in advance for your anticipated compliance and cooperation.

OBSTRUCTIONS

For your protection, all public passageways must be kept completely free of all obstructions, such as boxes, bikes, or other articles.

RESTRICTED AREAS

Please keep away from restricted areas, especially areas under construction.

HOME EXTERIORS

To preserve the beauty of your home, and to enhance its value, a uniform appearance will result from the following rules:

1. Makeshift or fixed clotheslines and drying racks are not permitted on the property.
2. Clothing and towels may not be left out to dry.
3. Landscaping must be maintained in proper condition.
4. Exterior paint must be kept free from stains, peeling, dirt, etc.
5. Fascia boards, front & garage doors must be kept clean and free of midew.

6. No bicycles, furniture, cooking devices, etc. may be left out in view of drive by traffic.
7. No refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere on any improved property.
8. Automobiles with expired tags shall not be left on the driveway of a home for extended periods of time. Parking is limited to driveways & garages.

SPEED LIMITS

The speed limit on all access roads is 15 miles per hour, unless otherwise specified.

OUTDOOR ANTENNAS

No antennas or aerials shall be placed upon the property unless completely inside a dwelling unit. Outside satellite dishes are permitted only if they are kept out of sight of drive-by traffic.

NOISE

Between the hours of 10:30 p.m. and 8:00 a.m., please keep the volume on home entertainment equipment including items such as televisions, musical instruments and stereos at an acceptable level. Please exercise audio courtesy at all times.

DAMAGE

Residents accept financial responsibility for any damage caused by their actions or the actions of their dependents or their guests to any part of their home, or neighboring property.

PETS

The maximum number of pets allowed will be three per dwelling unit. Your pet must be kept on a leash at all times and are not permitted on common areas.

CHILDREN

For the safety of all, children may not play in the construction area. Parents are responsible for the behavior of their children. Please consider the privacy of other residents.

SEWER SYSTEMS

Please do not dispose of sweepings, rubbish or other foreign matter in your household plumbing. Residents who use the plumbing for such purposes will be held financially responsible for any necessary repairs.

BOATS AND COMMERCIAL VEHICLES

Boats, boat trailers, recreational vehicles, motor homes or commercial vehicles are not permitted on the grounds overnight unless parked in a portion of the lot completely enclosed by a perimeter fence approved by the Architectural Review Committee.

VISITORS AND LIVE IN GUEST

Owners will be held liable for any damages, actions, noise, etc. that may be caused by a lessee, guest or relative. No parking is allowed on the street.

TRASH BINS

Trash bins in the construction field are for construction trash only. Please do not empty your trash into these bins.

TREE REMOVAL

No trees can be removed without a permit from the City of Miramar Building Department.

III. CUSTOMER SERVICE

WALK-THROUGH INSPECTION

The first inspection of your new home is known as a "Walk-Through Inspection." A Customer Service Representative will meet you at your home and conduct this inspection with you. During the inspection the Customer Service Representative will explain the operations of appliances and locations of water and electric services. When the service work is done, you are requested to sign a copy of the walk through inspection sheet to verify completion to your satisfaction.

Pursuant your Purchase Agreement, Excel Country Club, Ltd. shall have a reasonable period of time to correct the reasonable items on the walk through inspection sheet. If all your Walk Through items are not complete prior to your closing, we will contact you to arrange to have those items completed at a mutually acceptable time.

In order to serve you better, we request that you notify our Customer Service Department of your new phone number and any changes in your mailing address or work number.

REQUEST FOR SERVICE

The Customer Service staff at Somerset has been well-trained in all aspects of property management. It is their job to assist you with your Limited Warranty specified under the purchase agreement and this manual. The customer service office hours are 9:00 am to 4:00 pm each weekday. They can be reached at 829-0015.

The "Request for Service" form is for any warranty items that may need service after the Walk-Through Inspection item(s) are completed and can be located at the back of this manual. Please read this Homeowner's Manual carefully in order to determine whether an item is covered under your Limited Warranty. A service request form must be mailed or delivered to the Customer Service Department. No "call ins" will be valid.

We will contact you to schedule an appointment for service. When making requests for service, please make arrangements to have someone present to represent you. Excel Country Club, Ltd. employees or sub-contractors will not enter your home unless you or your representative is there.

Excel Country Club, Ltd. shall have a reasonable time from written receipt of any Customer Request form for the items covered under the Warranty, provided the Homeowner makes the dwelling unit available to our sub-contractors and maintenance people during normal business hours.

IV. EXCEL COUNTRY CLUB, LTD. LIMITED WARRANTY

INTRODUCTION

Every care has been taken to assure the highest quality construction and attention to detail in your new home. Our team of building professionals and the City of Miramar Building Department inspectors have checked and rechecked your home to make sure all "Quality Standards" have been met.

Your new home is covered by the Bonded Builders Home Warranty Association (BBHWA) and Excel Country Club Limited Partnership ("Country Club"). Please read the warranty carefully so you will thoroughly understand the responsibilities of Excel "Country Club", Ltd. to you, and your responsibilities for the proper maintenance of your home. Some items rely on proper maintenance that you, the homeowner, must observe to keep the warranty in force. Please note that in the event that you sell your home, this Warranty is not transferable.

Minimum performance standards or specific tolerances for construction items will be determined on the basis of accepted national industry standards, The South Florida Building Code and building standards provided in the BBHWA warranty documents given to you at closing.

V. ITEMS NOT DISCUSSED IN THE WARRANTY DOCUMENTS

The following are items which were not mentioned or discussed in the Warranty Documents. They are none the less, important items which will complete your Limited Warranty package and assist you in evaluating your coverage.

CONDENSATION

Substantial water is introduced into the air in your home from the atmosphere, cooking, bathing, showering and laundry. The amount of moisture varies substantially from household to household. It is common for one home to have excessive humidity while the home next door has normal humidity. The variation is not related to construction factors, but to atmospheric conditions associated with the owner's living habits and ventilation practices.

Additionally, in order to comply with the new Energy Code adopted and enforced through the state of Florida, your home was designed with the minimum infiltration rate. Therefore, it becomes essential to run the air conditioner for several hours a day or to open windows and doors for natural ventilation.

APPLIANCES

~~Appliances are guaranteed and or warranted by the manufacturer and are not covered by this warranty.~~ All contacts should be made with the service department of each manufacturer.

LANDSCAPING

Trees are guaranteed to be living during your Walk Through. If a tree is dry during the Walk Through Inspection it must be noted on the Walk Through Inspection list and if it does not recuperate within ninety (90) days then it will be replaced. It is the responsibility of the homeowner to water, fertilize and prune in accordance with good landscaping practices.

Sod is covered under the Warranty for 45 days if it is watered and fertilized properly.

EXPENDABLE ITEMS

Your limited warranty does not cover expendable items which have been installed in the dwelling, which include but are not limited to light bulbs, A/C filters, weather stripping, caulking, etc.

POOLS

Pools are protected against any major structural cracks within the Warranty Period. Pool pumps carry a manufacturer's warranty, all contacts should be made with the manufacturer.

Pool water with chemical imbalances may cause the marcite to chip or discolor. Furthermore, City water may cause stains on the marcite due to contaminants. These are not Warranty items.

IRRIGATION SYSTEM (IF APPLICABLE)

Your sprinkler pump and timer are protected against defects under the manufacturer's warranty. Sprinkler heads or PVC pipes that are damaged after your Walk Through Inspection are not covered under your Warranty. Replacements can be purchased at your local hardware store.

EXCLUSIONS

The following items are excluded from the warranty and not covered:

A. Damage to real property which is not part of the home covered by this warranty which is not included in the purchase price of the home.

B. Any damage to the extent which is caused or made worse by: negligence, improper maintenance or improper operation by anyone other than Excel Country Club, Ltd. or its employees, agents or subcontractors; or failure by anyone other than Excel Country Club, Ltd. or its employees, agents or sub-contractors to comply with warranty requirements of manufacturers or appliance equipment or fixtures; or failure by the purchaser to give notice to Excel Country Club, Ltd. of any defects by anyone after initial occupancy, except those performed by Excel Country Club, Ltd. or its employees, agents or subcontractors; or dampness or condensation due to the failure of the purchaser to maintain adequate ventilation.

C. Any loss or damage which purchaser, whenever feasible, has not taken timely action to minimize damage.

D. Any defect in, or caused by, materials or work supplied by anyone other than Excel Country Club, Ltd. or its employees, agents or subcontractors.

E. Normal wear and tear or normal deterioration.

F. Loss or damage not otherwise excluded under this warranty, which does not constitute a defect in the construction of the home by Excel Country Club, Ltd. or its employees, agents or subcontractors.

G. Loss or damage resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind driven water, and changes in the level of the underground water table which are not reasonably foreseeable.

H. Consequential damages to any personal property whatsoever, et al are specifically excluded.

VI. MAINTENANCE

The following section is to be used as a general maintenance guide and is by no means considered an exhaustive, in-depth guide to homeowner maintenance. It is provided in order to identify those items that are the homeowner's responsibility and to inform you of potential problems.

Please note that Excel Country Club, Ltd. shall not be held liable for any damage to real property or personal property due to action taken on behalf of this manual.

AIR CONDITIONER

Each home has a central air-conditioning system with a reverse-cycle heating system. To obtaining maximum comfort, we offer the following suggestions:

Your thermostat is designed to maintain an even temperature in your home. Recommended settings are 70 to 72 degrees for heat and 74 to 78 degrees for air conditioning.

The filters in your central air-conditioning/heating system help to keep the air in your home clean. For the efficiency of your system, it is important to replace the filters every month. This will lower your electrical bill, minimize repairs, and extend the life of your system.

Each home has been designed to provide proper ventilation, and is insulated from the outside environment. Open doors and windows, as well as clogged air filters, are usually the cause of inadequate system operation. This will also increase your electrical bill, and may result in the back up of condensate lines which may result in the flooding your your home. By keeping your windows and doors closed during the high or low outside temperature periods, you will find your home more comfortable and economical.

Have your central air-conditioning/heating system inspected periodically by a professional. Your system manual will suggest the frequency of this inspection.

APPLIANCES

Your new electrical appliances come with an instruction manual and other relevant papers. Read them carefully, and fill out and mail any necessary warranties. Read all instruction manuals thoroughly prior to operating any of the appliances. Should problems arise with the operation of any kitchen appliance during the warranty period, please contact the manufacturer through their local service company.

Remove excess food or debris from your dishes prior to placing them in the dishwasher to insure proper use.

RANGES

The oven in your residence is self-cleaning. DO NOT use an oven cleaner as this will damage the self-cleaning mechanism. Clean the outside of your oven with a non-abrasive cleaner such as baking soda. Your oven has a separate electric circuit. If the oven fails to work, check the oven circuit breaker. Clean range hood filters on a regular basis. Consult your owner's manual for instructions.

DISPOSALS

Consult your instruction booklet for the proper operation of your garbage disposal. To avoid costly repairs, please observe the following:

1. Do not put grease into your disposal.
2. Avoid putting large amounts of fibrous materials like orange peels down your disposal.
3. Use plenty of water when operating.

HOT WATER HEATER

Drain a few quarts of water out of the bottom of your heater tank each month to prevent discoloration and keep sediment from accumulating in the tank bottom.

Never turn on the electricity when the tank is empty. Always turn off the electricity before shutting off the cold water supply. Recommended thermostat settings for normal everyday use is 140 degrees. If you need exceptionally hot water, set thermostat to hot or 160 degrees. When the need for extra hot water is satisfied, be sure to reset to 140 degrees.

Cold water clothes washing techniques and short duration showers can save considerable energy. The hot water heater valve is located above the water heater.

BATH, SINKS AND SHOWERS

Bathtubs, sinks and shower stalls come in a variety of materials, therefore it is important to understand which cleaning compounds work best for your fixtures. Porcelain enamel on cast iron or steel are common, as are stainless steel and acrylic fiberglass. Other materials include cultured marble for vanity tops, travertine floors and shower stalls.

Food waste left standing in a sink can cause stains. Dispose of food waste properly by using your disposal or a proper container.

Stainless steel fixtures, usually rust resistant, occasionally need a thorough scrubbing. Non-abrasive cleanser or commercial stainless steel cleanser work best. Do not use steel wool.

Sink aerators should be cleaned approximately once every three months in order to reduce reduction in water pressure. Simply unscrew screen and backflush.

Your shower doors are made of tempered glass. To clean glass enclosures, use dishwashing detergent. If hard water minerals have been deposited, you may want to use a small amount of non-abrasive commercial mineral cleaner.

Chrome trim should be cleaned with mild soap and wiped dry. Non-abrasive wax polish can be used occasionally. Alcohol or acid based cleaners should not be used.

CABINETS

Kitchen and bathroom cabinets should not be cleaned with harsh abrasives. With proper care counter tops generally resist stains and heat damage. Protect them from hot pots, and irons. Never cut directly on counter tops as the surface may dent and nick. Cabinet doors have adjustable hinges and can be realigned with a screw driver. For your own safety keep cabinet drawers and doors closed when not in use. Use child protected latches if children are present.

CABLE TELEVISION

For repair call Telemedia at (954) 431-3881.

CIRCUIT BREAKERS

Circuit breakers are for protecting the electrical wiring in each unit. They function as the safety switch for the designated area. Circuit breakers can be reset by switching the breakers to Full OFF and then back to Full ON. If the circuit breaker should trip again, there may be an electrical problem in the line. DO NOT ATTEMPT TO RESET IT AGAIN. Notify customer service to arrange a service call.

Each home has a master breaker, located on the exterior of the unit next to your electrical meter.

DRAINS

Do not pour grease into drains or toilets. To assure clear passage, use approximately three tablespoons of regular washing soda (not baking soda) and run hot water through the drain. Let it sit for 15 minutes, and then run more hot water down the drain.

ELECTRICAL

Before reporting an electrical problem, please check the following:

1. Is the appliance or light fixture on a switched outlet?
2. Has the circuit breaker tripped?
3. Has the light bulb simply burned out?

Ground-fault circuit interrupter (GFI) protect you in the event that you come in contact with a "hot" line. They are located in bathrooms, kitchens and garages. If the receptacle collects moisture it will "trip" and shut off the power. The power will remain off until the receptacle dries and is reset by you.

FLOORS

Resilient floors such as linoleum, asphalt, vinyl, and rubber should be swept daily to remove loose dirt. Wipe up all spills immediately. Remove dried spills with a damp cloth or sponge. Tile floors should be dust-mopped often to maintain their gloss. Wash with a clean cloth or soft mop, and warm water. Wipe dry with a soft dry cloth to prevent streaking. Never use abrasive cleaners or acids to clean your tile floor.

CARPET

Spot removal tips.

OILY MATERIAL

Margarine, grease, butter, oil, pen ink

1. Remove excess

DRY SOILING

Clay, paint, plaster

1. Crumble and remove excess

2. Apply a dry cleaning fluid
3. Dry the carpet
4. Gently brush
5. Repeat if necessary

LIQUIDS, FOODS, STARCHES

1. Dry liquids or scrape solids
2. Apply a vinegar water solution
3. Dry the carpet
4. Gently brush
5. Repeat if necessary

HEAVY GREASE, GUM

Gum, tar, grease, crayon, nail polish

1. Remove excess
2. Apply a dry cleaning fluid
3. Apply a vinegar water solution
4. Re-apply a dry cleaning fluid or grease remover
5. Dry the carpet and brush

2. Apply a foam detergent
3. Blot with a paper towel
4. Dry the carpet
5. Gently brush

OILY FOODS

1. Dry liquids or scrape solids
2. Apply a vinegar solution
3. Dry the carpet
4. Gently brush
5. Repeat if necessary

UNKNOWN STAINS

Request advice from a professional

Improper stain removal procedures may damage your carpet and void your manufacturer's warranty. If you are unsure about a particular stain or cleaner, please consult a professional.

PLUMBING

With proper care, the plumbing in your residence should give you years of trouble-free service. Attend to problems that do arise immediately, to prevent expensive complications such as water damage. Avoid placing any foreign objects in the drains.

Shut off valves are located under every fixture. They are located under the kitchen sink for the dishwasher and the ice-maker. The main shut off valve is located on the outside the home.

Clean outs for risers are located at interior walls. The main clean out is located on the outside of the home.

TOILETS

Never flush hair, lint, diapers, trash, sanitary napkins, tampons, etc., down a toilet. If a toilet should become clogged, use a plunger.

If the water chamber (tank) appears to leak, check to make sure mere condensation has not formed on the outside of the tank. If water leaks into the bowl from the overflow pipe, simply bend the float rod so it angles down toward the bottom of the tank. Be sure that toilets are not left running. This impacts the water expense since the meter continues to register.

If overflow occurs shut off commode water valve and call your plumber.

POOLS

Please use precaution, with children around pools at all times.

1. Never shut both valves at the same time.
2. Turn pump off when cleaning the basket or filter.
3. Brush and vacuum each week.
4. Clean basket frequently
5. Keep the water level at mid tile.
6. Chemicals must be balanced at all times - this includes chlorine, acid, stabilizer and bicarb.
7. Do not use tablets exclusively.

CAULKING

Time or weather will tend to shrink caulking or dry it out so that it no longer provides a good seal against moisture and pest intrusion. As a matter of routine maintenance it is wise to check the caulking and make repairs to the following areas:

1. Windows and door frames.
2. Tub, showers.
3. Any area where surfaces change directions.
4. Soffits and screen enclosures.
5. Cabinets, around counter edges and wall corners.

DOORS- GARAGE

Your garage door should be repainted at the time you repaint your home, or as needed for appearance. Periodically lubricate the small wheels that roll in the tracks, since this will assure ease of operation of the door. If the lock becomes stiff, WD 40 lubricant will make

it work more easily. Do not use oil on a lock, as this will stiffen in winter and make the lock difficult to operate.

The garage is not air-conditioned thus this door is not required to be perfectly sealed.

DOORS-INTERIOR

Slamming a door may damage the doors or door jamb, and may cause cracking in walls. Teach children not to hang on the doorknob and swing back and forth. This will cause the hardware to work loose and the door will sag.

A sticking door may be fixed in one of these ways:

1. If the sticking is minor, first apply either a paste wax, or a light coat of paraffin or candle wax to the sticking surface.
2. Another method is to tighten the screws which hold the door jamb or the door frame. Should it continue to bind, use a plane to remove part of the sticking edge, but plane off only a very little at a time.

To fix a squeaking door hinge, remove the hinge pin and rub it with a lead pencil or lubricate it with WD 40. Oil is less preferable for such lubrication because it accumulates dust and grease around the hinge.

DOORS-PATIO

The same care given to aluminum windows should be applied to patio doors. Be sure that there are no foreign objects in the track which might impede the proper operation. Adjustments are provided for patio doors; the roller will deteriorate if the tracks are not kept clean and clear. Paraffin is a good lubricant for these tracks.

Sliding glass doors lock from the inside only (doors do not have a key). Acquaint yourself with the operation of the door hardware for maximum security.

Under certain lighting conditions, door glass may be hard to see. If you keep the screen fully closed when glass doors are opened, everyone will become accustomed to opening something before going through the opening.

Screen doors and locks are aluminum and must be kept oiled in order to avoid corrosion.

WINDOWS

These can be maintained in proper condition by the use of soap and water on the aluminum when washing the glass. Most sliding windows, horizontal or vertical, are designed for a ten pound pull. If sticking occurs or excessive pressure to open and close is necessary, silicone lubricant in spray cans is available in most hardware stores. Do not use a petroleum base material.

There are one or more weepholes for water to seep out incorporated in the design of the exterior ledge. Make certain these holes are left open and clear at all times. If plugged, water will accrue in the ledge and may cause leaking.

ROOF

All roof areas including valleys and screen enclosures should be kept free from leaves and other debris in order to maintain proper water flow off the roof. Caution must be taken when on a roof. Furthermore, walk carefully in order to avoid breaking any roof tiles.

MILDEW

Due to the humidity factor in South Florida mildew is a common household problem both on the interior and exterior of homes. To determine if mildew is present, apply a small amount of bleach on the discolored area, if it whitens then the problem is mildew. Use a solution of 50% water and 50% bleach and a scrub brush if necessary to the clean area.

IRRIGATION

At the time of installation, your irrigation system is design to cover the entire sodded area of your lot. In order to keep your manufacturer's warranty in effect the following maintenance tips must be adhered to.

1. Clean dirty or clogged sprinkler heads.
2. Adjust sprinkler heads to cover sodded areas and landscape.
3. Replace damaged sprinkler heads.

4. Program sprinkler timer to seasonal recommendations.

The following sections will provide programming information for your sprinkler system.

Running Time

The best way to determine running time is to determine the length of time it takes for the water to run off the lawn in that particular zone. Start the system in each zone and look for run off. This should be between twenty five (25) and thirty (30) Minutes.

Time of Day

Between four (4) a.m. and eight (8) a.m. is the most advantageous time to run your sprinkler system. Wind flow is at its minimum and the lawn has the chance to dryout in the morning thus, avoiding the development of fungus. Watering during the day can be wasteful because the sun will evaporate the water before it can percolate.

Frequency

Thorough watering with less frequency is more effective than watering sparingly with more frequency. During the dry season watering four (4) times a week is a good general rule. Three times a week is sufficient during the rainy season. A light shower is not sufficient to adequately water your lawn and shrubs.

LANDSCAPE MAINTENANCE

Yearly calendar

JANUARY

Weather: Cold and Dry

Mowing: Ten days between cuts. Do not mow if a potential for frost exists.

Irrigation: Water a minimum of four times a week.

Fertilizer: No fertilizer is needed.

Note: Do not prune the brown tips on foliage. This is due to cold damage and will help protect inner foliage.

FEBRUARY

Weather: Cold and dry

Mowing: Ten days between cuts. Do not mow if a potential for frost exists.

Irrigation: Water a minimum of four times a week.

Fertilizer: If applied in November no fertilizer is needed.

Weeds: If needed apply a pre-emergent weed control product.

MARCH

Weather: Temperatures begin warming, cool winds still eminent.

Mowing: Increase mowing to seven days between cuts.

Irrigation: Continue watering a minimum of four times per week.

Pruning: Remove dead or damaged branches.

Beds: New shredded mulch should be applied to plant beds at this time. A two inch layer is adequate.

Fertilizer: Growth will resume at this time. Lawn, shrubs and trees should be fertilized at this time. Cinch bugs and mole crickets are active, if necessary apply an insecticide.

APRIL, MAY

Weather: Warm

Mowing: Increase mowing to a minimum of five day intervals and a maximum of seven days.

Irrigation: Continue to water early in the morning, four times per week.

Shrubs: Chewing insects are active at this time, if necessary apply an insecticide.

JUNE

Weather: Rainy season begins.

Mowing: Increase mowing to a minimum of five day intervals and a maximum of seven days.

Irrigation: Reduce irrigation to three days per week or work manually as needed.

Fertilizer: Lawn, shrubs, and trees should be fertilized at this time.

Insects: This is the time when lawn insects are most active. If brown patches appear in the lawn, apply an insecticide.

JULY, AUGUST, SEPTEMBER

Weather: Rainy and hot

Mowing: Minimum of five day intervals and a maximum of seven days.

Irrigation: Three days per week or work manually as needed.

Fertilizer: End of September, if not too hot.

Pruning: Prune trees and shape shrubs to avoid storm damage.

Insects: Lawn insects are very active. Fungus is also prevalent due to wet conditions.

OCTOBER

Weather: Moderately Dry

- Mowing: Five to seven days between mowings.
- Irrigation: Three times per week on automatic time is adequate.
- Fertilizer: If not applied in September

NOVEMBER, DECEMBER

- Weather: Dry and cool
- Mowing: Seven to ten day intervals
- Irrigation: Minimum of four times per week.
- Pruning: Do not prune trees at this time.

MOWING

Rotary type mowers are the most practical. Adjust blades between one and one half (1 1/2) inch to two and one half (2 1/2) inches. If you mow too short the food producing part of the grass is damaged, and the grass is weakened. Mowing too long produces a shaggy appearance that can be evident with foot steps matting. No more than one third (1/3) of the grass blades should be removed with any mowing.

For frequency refer to the preceeding yearly calendar, five (5) to seven (7) day intervals is standard. Remember, always to use sharp blades, dull blades can damage your lawn.

Please note that it is the homeowner's responsibility to edge around the swale both along the sidewalk and the street.

FERTILIZER

Organic fertilizers are made up of plant or animal origin such as sewage sludge and cow manure. These fertilizer must be broken down in the soil before they can be used, thus they are slow acting. They work best in the hot months when activity in the soil is highest. When used properly, organic fertilizers do not burn or damage roots.

In-organic fertilizers, are made of non-living things or chemicals. They do not last in the soil long and are used by the plant immediately. Before they are completely used by the plant, they may wash away.

They work best in the winter months. Please read the instructions carefully so that the roots of the plants are not burned.

APPLICATION OF FERTILIZER

A spreader can be purchased at your local hardware store. The spreader will contain a calibrated control to release different amounts of fertilizer. Read the fertilizer label to determine the proper setting. A criss cross pattern should be used with half the recommended setting, in order to achieve a more uniform spread and avoid lines.

To avoid dropping heavy amounts of material in one spot, begin walking before you release the fertilizer.

For shrubs and ground cover, take precaution to stay in the root zone without piling fertilizer on the stem or the trunk of the plant or tree.

PRUNING

Some of the reasons for pruning include:

1. Removing dead branches or foliage.
2. Controlling disease.
3. Encourage new growth.
4. Maintain desired size and shape.

The best time to prune is between March and October. Avoid pruning in the winter months because the dead outer leaves or branches will protect the inner portion of the plant or tree from frost. Large trees should be handled by a professional.

This Instrument Prepared by:
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**BY-LAWS
OF
SOMERSET COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.**

Section 1. Identity. These are the By-Laws of Somerset Country Club Homeowners Association, Inc., a corporation not-for-profit, originally organized pursuant to Chapter 617 and now governed pursuant to Chapter 720, Florida Statutes, (hereinafter referred to as the "Association"). The Association has been organized for the purpose of managing, operating, and administering a residential development known as Somerset Country Club Homeowners Association, Inc., located in Pembroke Pines, Broward County, Florida and more particularly described in the Sub-Declaration of Protective Covenants, Conditions and Restrictions for Somerset Country Club recorded in Official Records Book 24997 at Page 852 of the Public Records of Broward County, Florida (the "Declaration") to which a true copy of these By-Laws are annexed and which will be recorded amongst the Public Records of Broward County, Florida.

1.1 The office of the Association shall be for the present at United Community Management, 11784 West Sample Road, Coral Springs, Florida 33065 and thereafter may be located at any place in Miami-Dade or Broward County, Florida, designated by the Board of Directors.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the corporation shall bear the name of the corporation; the word "Florida"; the words "Corporation Not for Profit".

1.4 The provisions of these By-Laws shall be interpreted in accordance with the definitions and provisions of provisions of Chapter 720, Florida Statutes, the Homeowner Act (the "Act"), the Declaration to which these By-Laws are attached, and the Articles of Incorporation of the Association (the "Articles").

1.5. The term "Developer" means Excel Country Club Limited Partnership, a Delaware limited partnership (the "Country Club") and Excel Yacht Club Limited Partnership, a Delaware limited partnership ("Yacht Club"). Yacht Club shall be collectively referred to herein as Developer, its successors and assigns.

Section 2. Membership; Members' Meetings; Voting and Proxies

2.1 The qualification of members, the manner of their admission to membership and the termination of such membership shall be set forth in Article IV of the Articles.

2.2 The annual members' meeting shall be held at a time and place in Broward County, designated by the Board in the notice of each year commencing with the year 2006, for the purpose of hearing reports of the officers, electing members of the Board of Directors and transacting any other business authorized to be transacted by the members.

2.3 Special Meetings of the members at large shall be held at any place within Broward County whenever called by the President or First Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from one-third (1/3) of the entire membership.

2.4 Notice of all members' meetings stating the time and place within Broward County and the object for which the meeting is called shall be given by the President or First Vice President or Secretary unless waived in writing as herein set forth. Such notice shall be in writing to each member at member's address as it appears on the books of the Association and shall be mailed or delivered by hand or such other means of notice as permitted by Florida Statute, not less than fourteen (14) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing and/or service shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived by any member before, during or after meetings, by the signing of a document setting forth the waiver of such member or by the person entitled to vote pursuant to the certificate described in Article VIII of the Declaration.

2.5 A quorum at members' meetings shall consist of persons entitled to cast thirty (30%) percent of the votes on the entire membership. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide any question brought before the meeting, unless the question is one upon which by expressed provision of the statutes, the Declaration, the Articles or of these By-Laws a different vote is required, in which case such express provision shall govern and control the required vote on the decision of such question.

2.6 Adjourned meetings. If any meeting of members cannot be organized because a quorum is not in attendance, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.7 The order of business at the annual members' meetings and, as far as practicable, at all other members' meetings shall be: (a) call of the roll and certifying of proxies; (b) proof of notice of meeting or waiver of notice; (c) certification of quorum (d) reading and disposal of any unapproved minutes; (e) reports of manager and officers; (f) reports of committees; (g) election of Directors; (h) unfinished business; (i) new business; (j) adjournment.

2.8 Voting, Consent Approval and Proxies. Voting rights shall be as stated in the Declaration. Such votes may be cast in person or by proxy. (a) Proxies shall be in writing and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. (b) Approval of any and all matters which may come before the Membership at a meeting of the members may, in lieu thereof, be approved by consent agreement, as provided by Florida Statute.

Section 3. Board of Directors.

3.1 The Board elected by the members subsequent to the effective date of this amendment and all boards thereafter shall consist of not less than three (3) nor more than seven (7), as determined from time to time by the Membership.

3.2 Election of the members of the Board shall be conducted in the following manner:

- (a) In accordance with the provisions of the Articles;
- (b) Election of the Directors shall be by a plurality of the votes cast at the Annual Members Meeting. There shall be no cumulative voting.
- (c) Any director may be removed by concurrence of a majority of the votes of the entire Board of Directors at a special meeting of the Board called for that purpose.
- (d) Vacancies caused by the death, resignation, removal or incapacity of a Director ("Vacated Director") shall be chosen by the remaining Directors. The successor shall serve the balance of the unexpired term.

3.3 The term of each Directors' service shall be for one (1) year, or until such time as a successor is duly elected.

3.4 A Director may be removed from office upon the affirmative vote of a majority of the Owners electing such Director for any reason in accordance with the requirements of Florida Statute, as same may be amended from time to time.

3.5 The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, providing a quorum shall be present.

3.6 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or by such other means as permitted by Florida Statute at least two (2) days prior to the day named for such meeting unless such notice is waived.

3.7 Special meetings of the Directors may be called by the President or the First Vice President and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board of Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, or by such other means as permitted by Florida Statute, which notice shall state the time, place and purpose of the meeting.

3.8 Any Director may waive notice of the meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.9 A quorum at the Directors meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the Board present at a meeting at which a quorum is present shall constitute the acts of the Board, except as specifically otherwise provided in the Declaration. If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

3.10 The presiding officer at Directors' meetings shall be the President. In the absence of the presiding officer, the Directors present shall designate any one of their number to preside.

3.11 The Board of Directors shall have the power to appoint an Executive Committee of the Board consisting of not less than three (3) members of the Board of Directors. The Executive Committee shall have and exercise such powers of the Board of Directors during the period of time between regular meetings of the Board of Directors and such other powers of the Board of Directors as may be delegated to the Executive Committee of the Board.

Section 4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the Act, the Articles and the documents regulating the Homeowners Association. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration, and shall include but not be limited to the following:

4.1 Make and collect assessments against members to defray the costs of the operation of the Association;

4.2 Use the proceeds of assessments in the exercise of its powers and duties,

4.3 Maintain, repair, replace and operate the Association Property;

4.4 Reconstruct improvements after casualty and the further improvement of the Association Property;

4.5 Make and amend regulations with respect to the use of the Association Property,

4.6 Approve or disapprove proposed purchasers, lessees and those acquiring Lots by gift, devise, or inheritance, or other transfers in accordance with the provisions set forth in the Declaration;

4.7 To enforce by legal means the provisions of the Association documents including the Declaration, the Articles, these By-Laws, the Rules and Regulations, and the applicable provisions of the Act;

4.8 Enter into Management Agreements and contract for the maintenance and care of the Association Property and to delegate to such contractor all powers and duties of the Association except as are specifically required by the Association documents to have approval by the Board or the membership of the Association;

4.9 Pay taxes and assessments which are liens against any property of the Association other than the individual Lots and the appurtenances thereto, and to assess the same against the Lots subject to such liens;

4.10 Purchase and carry insurance for the protection of the Association against casualty and liability;

4.11 Pay the cost of all power, water, sewer and other utilities services rendered to the Association and not billed to owners of individual Lots;

4.12 Retain and hire such other employees who are necessary to administer and carry out the services required for the proper administration of the purposes of this Association and to pay all salaries therefor.

4.13 Exercise all statutory powers of a not-for-profit corporation, as found under Chapter 617, Florida Statutes, as same may be amended from time to time.

Section 5. Officers.

5.1 Executive officers of the Association shall be a President, who shall be a Director, the several Vice Presidents, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to the power to appoint committees from among the members from time to time, as the President may in the President's discretion determine appropriate, to assist in the conduct of the affairs of the Association. The President shall preside at all meetings of the members of the Board.

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

5.4 The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an association as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

5.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidence of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the members; the Treasurer shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer.

Section 6. Fiscal Management. The provisions for assessments and related matters set forth in the Declaration and the Articles, shall be supplemented by the following provisions:

6.1 Assessment Roll. An assessment roll shall be maintained and a set of accounting books in which there shall be an account for each Lot. Such an account shall designate the name and address of the owner or owners of each Lot, the account of each assessment against the owner, the dates and the amounts on which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

6.2 Budget.

(a) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the costs of performing the functions of the Association, including but not limited to the following items:

(1) Common Expenses of the Association

- a) Maintenance and Landscaping
- b) Staff Payroll and Payroll Taxes
- c) Administrative Staff Payroll; Supplies Office Expenses
- d) Insurance
- e) Utilities, Water and Sewage
- f) Service Contracts
- g) Miscellaneous Supplies
- h) Fees and Permits
- i) Security
- j) Professional services (ie. Accountant, counsel, etc.)

(b) Copies of the proposed budget and proposed assessments shall be transmitted to each member as statutorily required. If the budget subsequently is amended then a copy of the amended budget shall be furnished to each member concerned.

(c) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a prorata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than a calendar year for example, insurance, taxes, etc.; (iv) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year, regardless of when the bill for such Common Expenses is received. Notwithstanding the foregoing, regular and/or interim assessments shall be of sufficient magnitude to insure an adequacy of cash availability to meet all budgeted expenses in any calendar year, as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standard and principles applicable thereto.

6.3 The depository of the Association shall be such federally insured bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Directors.

6.4 A financial analysis of the accounts of the Association shall be made annually by an auditor, accountant, or Certified Public Accountant and a copy of the report shall be available to each member not later than April 1st of the year following the year for which the report is made or at such time as said report is received, all as statutorily required.

Section 7. Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of meetings of this Association when not in conflict with the Articles, these By-Laws, the Declaration or the Act.

Section 8. Amendments.

8.1 These By-Laws may be upon approval of a majority of the votes of a quorum of the membership. Any such approval shall be secured at a duly noticed meeting of the members and Board of Directors, or by Consent Agreement.

8.3 An amendment may be proposed by either the Board of Directors or by the

membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other as above set forth;

THE FOREGOING ARE THE BY-LAWS OF SOMERSET COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC. A TRUE COPY OF THESE BY-LAWS SHALL BE ANNEXED TO THE SUB-DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AS ORIGINALLY RECORDED IN OFFICIAL RECORDS BOOK 24997, AT PAGE 852, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SOMERSET COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.

By: *Gina Lewis*
Gina Lewis President

(SEAL)

Attest: *Maria Susser*
Maria Susser Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

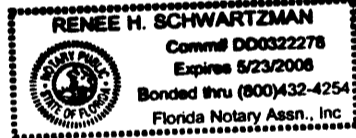
The foregoing instrument was acknowledged before me this 30 day of May, 2006, by Gina Lewis as President and Maria Susser as Secretary of Somerset Country Club Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

sign *[Signature]*

print Renée H Schwartzman
State of Florida at Large

My Commission Expires:



T:\20343 Somerset Country Club\By-Laws.wpd

RULES AND REGULATIONS

Bluegrass Lakes Community Master Association, Inc.

(As adopted by the Board of Directors on October 22, 2010)

1. Noise Restrictions

Each Owner and each family member, tenant, lessee, licensee, invitee and guest of each Owner and all of the Common Property, Properties, Recreational Facilities, dwellings, businesses, Commercial Sites, Commercial Units, Residential Lots, Single-Family Units, Family Dwelling Units, Multi-Family Tracts, Multi-Family Units, Recreational Facilities, roadways, sidewalks, et cetera within Bluegrass Lakes shall at all times be governed by and adhere to the noise regulations of the City of Miramar, as same may change from time to time, including, without limitation, those found in Part II, Subpart A, Chapter 10, Article VI of the Code of Ordinances of the City of Miramar.

2. Parking

A. No vehicle may be operated upon, parked, stopped or idled at anytime whatsoever on any grass, or unpaved area within Bluegrass Lakes. Vehicles may be parked only in designated parking places and, subject to the provisions hereof and of the Declaration, on roadways within Bluegrass Lakes (provided such parking does not block the flow of traffic on such roadway). Notwithstanding the foregoing, in no event may any vehicle be parked on Somerset Parkway, except for vehicles parked by the Master Association's staff during the upkeep of Bluegrass Lakes.

B. No Commercial Vehicle may be parked overnight within Bluegrass Lakes, including on any lot within Bluegrass Lakes. As used herein, "Commercial Vehicle" shall mean any vehicle (including boats, trailers, campers and related vehicles) having exposed equipment, hoses, ladders, ladder racks, buckets, or any vehicle with lettering affixed to the vehicle for commercial purposes or advertising a business. Notwithstanding the foregoing, marked police or fire vehicles shall not be considered "Commercial Vehicles".

3. Recreational Vehicles

No Recreational Vehicle may be parked overnight within Bluegrass Lakes, including on any lot within Bluegrass Lakes. As used herein, "Recreational Vehicle" shall mean boats, wave runners, jet skis, trailers, RVs, campers, all terrain vehicles, et cetera (as determined by the Association in its sole and absolute discretion).

4. Streets and Sidewalks

All Common Property, Properties, Recreational Facilities, dwellings, businesses, Commercial Sites, Commercial Units, Residential Lots, Single-Family Units, Family Dwelling Units, Multi-Family Tracts, Multi-Family Units, Recreational Facilities, roadways, sidewalks, et cetera within Bluegrass Lakes shall at all times be governed by the street and sidewalk regulations of the City of Miramar, as same may change from time to time, including, without limitation, those

found in Part II, Subpart A, Chapter 23 of the Code of Ordinances of the City of Miramar. Notwithstanding the foregoing, the Master Association shall not be bound by any requirements of such Code of Ordinances to install, maintain, renovate, replace, remove, etc. any sidewalk or roadways unless the Association is otherwise required (by law or the Declaration) to abide by such provision of the Code of Ordinances.

5. Parties and Gatherings in Excess of Twelve (12) People

All parties and gatherings within Bluegrass Lakes which may reasonably be expected to be attended by more than twelve (12) individuals in the aggregate (including all Owners, family members, guests, tenants, leasees, licensees, et cetera in attendance) must be reported at least forty-eight (48) hours in advance of same (including a detailed list of the names of all attendees) to the management company of the Sub-Association in which such event will be hosted (or if no management company is employed, the Sub-Association's Board of Directors) and the management company of the Master Association (or if no management company is employed by the Master Association, the Master Association's Board of Directors) in order to register attendees and the vehicles of such attendees. The vehicles of attendees of properly registered parties and gatherings shall be permitted to park within the roadway(s) of Bluegrass Lakes (provided such parking does not block the flow of traffic on such roadway) and subject to the provisions of the Declaration of the Master Association and these Rules and Regulations.

6. Resident Vehicle Entrance Lane

A. All residents who desire to enter Bluegrass Lakes via the "Resident Vehicle Entrance Lane" must purchase a barcode or other device (as selected by the Master Association from time to time in its sole and absolute discretion) (for each vehicle, an "Entry Device") from the Master Association or designee of the Master Association.

B. From the date of this recording until December 31, 2012, barcodes (provided the entry system in use as of September 30, 2010 remains in use) shall be available for purchase at a cost not to exceed Twenty Dollars (\$20.00) each. After December 31, 2012 (or in the event a new entry system is installed prior to December 31, 2012), the cost of Entry Devices shall be determined at the relevant budgetary meeting of the Master Association.

C. Notwithstanding the foregoing, after any new entry system is installed which requires the use of new Entry Devices, each Owner shall be entitled to two (2) such Entry Devices. In any such instance Owners may secure such Entry Devices during the ninety (90) days prior to such prior Entry Devices becoming obsolete, as provided by notice from the Association of the implementation of such new entry system.

D. Entry Devices may only be used by residents within Bluegrass Lakes. In order to purchase or receive an Entry Device, an individual must: (i) complete the Master Association's application for such Entry Device, (ii) provide a copy of the individual's current and valid driver's license, (iii) provide proof of residency within Bluegrass Lakes, including, without limitation, a current

driver's license or other valid photographic identification which reflects the individual's current address as within Bluegrass Lakes, and (iv) provide proof of a valid and current vehicle registration for the vehicle to which the Entry Device will be attached. In the event the individual applying to purchase the Entry Device is not an Owner, such individual must provide a copy of the lease for the individual's dwelling within Bluegrass Lakes and written authorization from the Owner of such dwelling indicating that the individual is a tenant or leasee of such Owner in good standing and the Owner's consent to such Entry Device purchase. It shall be understood that such Entry Device shall be deactivated upon notice from such Owner to the Association that the lease to such tenant or leasee has terminated; no refund shall be issued for such Entry Device.

E. All Entry Devices must be affixed to the vehicle of the owner of such Entry Device. Only representatives of the Master Association shall install/affix Entry Devices to vehicles. In no event shall an Entry Device be removed from a vehicle without the written consent of the Master Association. Without the written consent of the Master Association, any Entry Device removed from the original vehicle to which same was affixed shall be deactivated by the Master Association. In the event any Entry Device is deactivated by the Master Association, in order to protect the safety of residents of Bluegrass Lakes, all Entry Devices issued to vehicles within the dwelling of the deactivated Entry Device shall be deactivated. Entry Devices may be reactivated provided that: (i) the Owner of the dwelling to which the Entry Device is registered applies to the Master Association for re-activation (such applications may be made by appointment only with the current management company employed by the Master Association (or if no management company is employed by the Master Association, the Master Association's Board of Directors), on normal business days, Monday through Friday, 8:30 am to 12pm and 1pm to 5pm), and (ii) the Master Association is paid a reactivation fee in the amount of Twenty-Five Dollars (\$25.00) per Entry Device.

F. Any appeal for an exception to any of the above sections shall be provided in writing to the Master Association. Appeals may be initiated only by Owners. The Board of Directors of the Master Association shall reply to any appeal request not later than the meeting of the Board of Directors following the next meeting of the Board of Directors. After reviewing the basis for the appeal and/or hearing the argument(s) of the Owner in support of such appeal, the Board of Directors of the Master Association shall grant or deny such appeal, in its sole and absolute discretion, by a majority vote.

G. After the second (2nd) violation of the provisions of any sub-section of this Rule 5, or any other Entry Device policy enacted by the Board of Directors from time to time, by any resident (provided such violations are not appealed to the Board of Directors and thereafter reversed by the Board of Directors), such resident's Entry Device shall not be reactivated, nor shall such resident be issued any new Entry Device. In such event, the resident shall enter Bluegrass Lakes via the visitor entrance lane.

7. Temporary Entrance Passes

Upon the request of an Owner in good standing and a Fifty Dollar (\$50.00) deposit, the Master Association shall provide a temporary entrance pass to such Owner. The Master Association may require any user of a temporary entrance pass to provide valid photographic identification. Temporary entrance passes are valid for fifteen (15) days from the date of issuance. Deposits shall be held by the Master Association in a non-interest bearing account. Deposits shall be returned to Owners upon the timely return of the temporary entrance pass, provided such temporary entrance pass is returned to the Master Association in substantially similar condition from the date of issuance. Should any temporary entrance pass not be returned to the Master Association within fifteen (15) days from the date of issuance, or be returned in a damaged condition, the Owner shall forfeit the Fifty Dollar (\$50.00) deposit.

8. Handheld Entrance Passes

The Master Association may issue, in its sole and absolute discretion, handheld entrance passes. Any such handheld pass may be used only by the resident or law enforcement agency to which such pass was issued, and may not be used by any other individual (including family members) or in any other vehicle.

9. Construction Vendors, Lawn Maintenance Vendors

Construction vendors and lawn maintenance vendors shall only be permitted to work within Bluegrass Lakes Monday through Friday from 7am to 7pm, and from 8am to 6pm on Saturday. Construction vendors and lawn maintenance vendors are not permitted to work within Bluegrass Lakes on Sunday.

10. Responsibility of Owners

In addition to all other requirements of Owners set forth herein, each Owner shall be responsible at all times for the actions and conduct of all family members, guests, invitees, tenants, licensees, leasees, et cetera (collectively, "Owner's Agents") within Bluegrass Lakes. Owners shall be responsible for the cost of repairing any damage caused to the Common Property by any such Owner's Agents.

11. Video, Audio and Electronic Recordings

The Master Association may record, via video, audio or other electronic device (such as a computer record of all Entry Devices entering), all vehicles and individuals entering Bluegrass Lakes.

SOMERSET COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.

c/o United Community Management Corp.
11784 West Sample Road, Suite 103
Coral Springs, FL 33065

November 12, 2020

To: Somerset Country Club Homeowners,

Enclosed is a copy of the Amended Rules and Regulations that were passed in a duly noticed meeting of the membership held on October 7, 2020.

Please keep these amendments with your important association documents.

Sincerely,

The Board of Directors,

Somerset Country Club Homeowners Association

**CERTIFICATE OF AMENDMENT OF RULES AND REGULATIONS FOR SOMERSET
COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT of Rules and Regulations is executed this 23rd day of ~~November~~, 2020, by SOMERSET COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as ("Association")).

WHEREAS, the Association has been established for the operation of the Somerset Country Club Homeowners Association, in accordance with the Declaration of Protective Covenants, Conditions, Easements and Restrictions which were originally recorded in Official Records Book 24997, Page 0852 of the Public Records of Broward County, Florida; and

WHEREAS, at a duly noticed Meeting of the Board of Directors held on October 7, 2020, a majority of the Board of Directors voted in favor of adopting Rules and Regulations governing Somerset Country Club Parking Enforcement to go into effect as of 11/23/20 and supersede and replace all prior parking and policies that were previously in effect are attached hereto as Exhibit "A".

WHEREAS, at a duly noticed Meeting of the Board of Directors held on October 7, 2020, a majority of the Board of Directors voted in favor of adopting Rules and Regulations governing Somerset Country Club Noise Enforcement to go into effect as of 11/23/20 and supersede and replace all prior Noise and policies that were previously in effect are attached hereto as Exhibit "B".

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 10th day of November, 2020.

Witness

Ronnie Abelson
Print RONNIE ABELSON

Leah Fleischer
Print: Leah Fleischer

SOMERSET COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Patricia Flavia, President
By: [Signature]
ANNE WELLS Secretary

K R E F E T

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 10 day of November, 2020
by Martin Meja as President and by Andrew Kretz as
Secretary, respectively of Somerset Country Club Homeowners Association, Inc., a Florida
not for profit corporation, on behalf of the corporation. They are personally known to me/have produced
Personally Known as identification and did/did not take an oath

John Reed Land
Signature of Notary



SOMERSET COUNTRY CLUB
PARKING ENFORCEMENT RULES
As Adopted by the Board of Directors October 7, 2020

I. PARKING ON LAWNS AND/OR SWALES IS PROHIBITED

- Off-pavement parking damages the grass, resulting in an unsightly appearance that detracts from our neighborhoods and impacts property values and community pride.
- A violation of this rule shall constitute a violation of the rules and regulations, and shall be subject to the imposition of fines as set forth in the declaration. Please note that further fines and charges may be added at the Board's discretion for damage caused to swales and/or lawns.

II. NO COMMERCIAL AND/OR RECREATIONAL VEHICLE

- No Commercial Vehicle may be parked overnight within Somerset Country Club, including on any lot within Somerset Country Club. As used herein, "Commercial Vehicle" shall mean any vehicle (including boats, trailers, campers and related vehicles) having exposed equipment, hoses, ladders, ladder racks, buckets, or any vehicle with lettering affixed to the vehicle for commercial purposes or advertising a business. Notwithstanding the foregoing, marked police or fire vehicles shall not be considered "Commercial Vehicles".
- No Recreational Vehicle may be parked overnight within Bluegrass Lakes, including on any lot within Somerset Country Club. As used herein, "Recreational Vehicle" shall mean boats, wave runners, jet skis, trailers, RVs, campers, all-terrain vehicles, et cetera (as determined by the Association in its sole and absolute discretion).

III. ON-STREET PARKING BY RESIDENTS IS PROHIBITED

- Section 18.2.3.4.1.1 of the State Fire Code provides that fire department access roads which consist of roadways, fire lanes, parking lot lanes, and/or a combination thereof shall "have an unobstructed width of not less than 20 ft. The roads are designed in a manner that the parking on the roadway creates a width less than the legal minimum. As such, on Street parking by residents is strictly prohibited.
- Residents shall utilize garages driveways, and/or designated guest parking to park their vehicles and those of their guests ONLY. No street parking shall be permitted by Residents at any time.

SOMERSET COUNTRY CLUB
PARKING ENFORCEMENT RULES
As Adopted by the Board of Directors October 7, 2020

- A violation of this rule shall constitute a violation of the rules and regulations and shall be subject to the imposition of fines as determined by the Board of Directors from time to time.
- Temporary On-Street parking for guests and vendors shall be permitted [if permitted by applicable state and local law] for period of time not to exceed 12 hours per day per vehicle provided such parking does not block the flow of traffic on such roadway and/or violate any state or local ordinance and/or or fire code. Vehicles shall not park on both sides of street. The association may, in its sole discretion, establish a schedule for odd/even side street parking. i.e even side street parking during even months and odd side street parking during odd months.

IV. CITY TRAFFIC/PARKING ORDINANCE

- All vehicles will be parked in accordance with applicable city ordinance. And all city traffic ordinances shall always be obeyed.

V. ENFORCEMENT

- Vehicle Removal. The Board of Directors shall have the authority to have any vehicle not in compliance with the provisions of these Guidelines removed from the Association Property. This authority may be delegated to the Management Agent of the Association, and/or other individual(s) designated by the Board of Directors. All costs and risks of towing and impoundment shall be the sole responsibility of the vehicle's owner.
- The following Violations may be Subject to Immediate Action. Any vehicle (a) parked in a designated fire lane, (b) sidewalk, (c) impeding access to sidewalk ramps or mailboxes, (d) extending into street, (e) constituting a safety hazard, (f) whose security system has been triggered and left unattended for more than fifteen (15) minutes, may be subject to immediate removal without notification to the owner of the vehicle.
- The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents and/or applicable laws.
- The Board reserves the right and power to impose fines for violations of this parking policy.

SOMERSET COUNTRY CLUB
PARKING ENFORCEMENT RULES
As Adopted by the Board of Directors October 7, 2020

A violation of the Parking Enforcement Rules shall constitute a violation of the rules and regulations and shall be subject to the immediate imposition of fines as determined by the Board of Directors from time to time.

- Attorneys' Fees and Costs. If the Association must enforce these Rules through any form of legal action, the offending Owner shall be responsible for all expense and/or attorneys' fees incurred by the Association in enforcing the provisions of these Parking Rules.
- Fines issued by the City/State chargeable against individual owners. Any fine or citation issued by the city and or state to the Association as a result of any action and/or inaction of a unit owner, resident, tenant, guest, and/or invitee shall be paid by the owner of the property who owns the vehicle causing said citation or fine and or the owner of the property whose tenant, resident, guest and/or invitee causes the issuance of the citation and or fine. Said amounts shall constitute a special assessment against the property and may be foreclosed in the manner set forth under applicable law.
- The Association may execute a traffic enforcement agreement with the applicable governmental authority for the enforcement of city ordinances within the Association, including but not limited to parking ordinances.

VI. LIABILITY.

- The Association assumes no responsibility for and disclaims responsibility for any damage to any vehicle parked or operated in the community.
- Homeowners shall be held liable for any expenses incurred by the Association as a result of any fines imposed by any governmental authority, any damage done to the common areas by the use, repair or maintenance of their vehicle, or as a result of negligence, whether on the part of the homeowner, his family, tenants, guests, agents, and/or invitees.

VII. REPEAL OF PRIOR POLICIES

- The rules and regulations set forth in these Parking Enforcement Rules policy supersede and replace all rules and regulations set forth in any prior parking policy.

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VIII. EFFECTIVE DATE

SOMERSET COUNTRY CLUB
PARKING ENFORCEMENT RULES
As Adopted by the Board of Directors October 7, 2020

- The rules and regulations set forth herein are effective 30 days following the Boards adoption of these Rules. The Association will engage in an educational campaign for the first 90 days following the implementation of this Rule which may include e-blasts, posts, and mailed letters.

SOMERSET COUNTRY CLUB

NOISE RULES

As Adopted by the Board of Directors October 7, 2020

I. NOISE REGULATIONS

- Each Owner and each family member, tenant, lessee, licensee, invitee and guest of each Owner within Somerset Country Club shall at all times be comply and adhere to the noise regulations of the City of Miramar, as same may change from time to time, including, without limitation, those found in Part 11, Subpart A, Chapter 10, Article VI of the Code of Ordinances of the City of Miramar.
- No Owner, Owner's family member, tenant, lessee, licensee, invitee and/or guest of each Owner within Somerset Country Club shall make or permit any noises that will disturb or annoy the occupants of any of the Homes or do or permit anything to be done which will interfere with another resident's quiet enjoyment of their Home.
- Owner, Owner's family member, tenant, lessee, licensee, invitee and/or guest of each Owner within Somerset Country Club shall not permit pressure cleaning, lawn mowing, or construction to commence on their Lots before 8:00 am Monday through Friday, 10:00 am on Saturdays. No work shall be undertaken on the lots on Sunday.
- A violation of this rule shall constitute a violation of the rules and regulations, and shall be subject to the imposition of fines as set forth in the declaration.

Prepared by and after
recording return to:
Ignacio G. Zulueta, Esq.
Ignacio G. Zulueta, P.A.
6255 Bird Road
Miami, Florida 33155

**SUB-DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SOMERSET COUNTRY CLUB**

THIS SUB-DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS ("Sub-Declaration") is made this 14 day of June, 1996, by Excel Country Club Limited Partnership, a Delaware limited partnership (the "Country Club") and Excel Yacht Club Limited Partnership, a Delaware limited partnership ("Yacht Club"). Yacht Club and Country Club shall be collectively referred to herein as "Declarant".

WHEREAS, Declarant is the owner of the real property described on the attached Exhibit "A". The property is located in the City of Miramar, Broward County, Florida (the "Property"); and

WHEREAS, the Property is encumbered by recorded restrictive covenants entitled the Declaration of Covenants, Conditions, and Restrictions of Bluegrass Lakes, recorded August 9, 1990, in Official Records Book 17665, Page 116, of the Public Records of Broward County, Florida ("Declaration"); and

WHEREAS, Declarant desires to impose these protective covenants, conditions and restrictions on the Property; and

WHEREAS, Declarant desires, by this Sub-Declaration, to provide for the preservation of the values and improvements of the Property; and

WHEREAS, Declarant herewith imposes these protective covenants, conditions and restrictions set forth herein upon the Property; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and improvements established as aforesaid to create a not for profit corporation pursuant to Chapter 617, Florida Statutes, known as the Somerset Country Club Homeowners Association, Inc. ("Sub-Association"), to which there has been and may be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance, repair or replacement of portions of the Property, and the enforcement of the covenants, restrictions, easements, reservations, regulations, burdens and liens contained herein and the collection and disbursement of the assessments and charges hereafter provided.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be held, owned, used, transferred, sold, conveyed, demised and occupied, subject to the covenants, restrictions, easements, reservations, charges, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property, and which shall be binding upon all parties having any right, title or interest in such Property, or any part thereof, their heirs, successors and assigns.

ARTICLE I DEFINITIONS

A. Unless otherwise stated herein, capitalized terms shall have the same meaning as defined in the Declaration.

B. "Plat" means THE MIRAMAR PATIO HOMES PLAT, according to the plat thereof, recorded in Plat Book 159, Page 35, of the Public Records of Broward County, Florida.

C. "Property" means that real property described on Exhibit "A". As used herein, the term Somerset Country Club refers all of the Property and the community intended to be developed.

D. "Lot", as used herein, shall have the same meaning as "Residential Lot" in the Declaration however, as used in this Sub-Declaration, unless the context dictates otherwise, it shall be deemed to mean only such lots as are located within the Property (and described in the Plat).

E. "Supplement", as used herein, shall have the same meaning as "Supplemental Declaration" in the Declaration.

F. "Common Area" shall, unless the context dictates otherwise, mean only such portion of the Common Area as may be located within the Property.

G. "Association" shall mean and refer to the Master Association. "Sub-Association" shall mean and refer to the Somerset Country Club Homeowners Association, Inc.

H. "Common Costs" are those costs which are properly incurred by the Sub-Association.

I. "Board" shall mean and refer to the Board of Directors of the Sub-Association.

J. "Somerset Country Club Documents" shall mean and refer to this Sub-Declaration, the articles of incorporation (Exhibit "B") of the Sub-Association, the Bylaws (as may be adopted by the Sub-Association) and any amendments to the foregoing.

K. "Somerset Country Club Member" shall mean and refer to any person who owns a Lot and which ownership is evidenced by a deed recorded in the Public Records of Broward County, Florida.

ARTICLE II DEVELOPMENT PLANS

A. Somerset Country Club. Declarant intends to develop or cause to be developed upon the Property a single-family residential community. Declarant's general plan of development further contemplates that the homes ("Dwelling Unit(s)") shall be whatever type(s) of structures Declarant may choose, install or otherwise construct upon the Property. The Property shall be comprised of Lots and Common Area.

B. Annexation of Property. Declarant may from time to time, by recording a "Supplement" in the Public Records of the County, add real property to the Property, and may declare that any of such annexed property is Lots or Common Area. To be effective, any Supplement must be executed only by Declarant and the record fee owner(s), if any, of the real property being annexed. Upon recording the Supplement in the Public Records of the County, the

annexed property shall be deemed part of the Property and shall be subject to the covenants, restrictions, easements, reservations, charges, burdens and liens set forth in this Declaration. For as long as there is a Class B membership, the annexing of real property (real property other than any real property located within the Plat and the Plat as may be amended) to the Property shall require the approval of HUD and/or HUD/VA. Declarant may, but need not, obtain the joinder of HUD and/or HUD/VA on any such Supplement. It is the intention of Declarant that without the approval of HUD and/or HUD/VA, Declarant may annex such additional real property (as Lots and/or Common Area) as may be located within the Plat and that any other annexation will require the joinder of HUD and/or HUD/VA.

C. Withdrawal of Property. If Declarant determines not to develop a particular portion of the Property previously annexed as part of Somerset Country Club, and Declarant desires to make a statement to this effect by instrument of record, then Declarant may, by its act alone, and so long as it owns the portion of the Property being removed, without the necessity of joinder of the Sub-Association, Association or any Person, place a statement to that effect in the Public Records of the County, in which event such portion of the Property described therein will no longer be subject to the terms of this Declaration and exhibits and amendments thereto.

D. Effect of Annexation or Withdrawal. SOME OF THE EFFECTS OF ANNEXING OR WITHDRAWING SUCH PROPERTY WOULD BE TO ALLOW FOR A CHANGE IN THE NUMBER OF LOTS; THE PROPORTIONATE SHARE OF COMMON COSTS; THE NUMBER OF SOMERSET COUNTRY CLUB MEMBERS; THE NUMBER OF PERSONS USING THE COMMON AREA; THE SIZE OF THE SUB-ASSOCIATION'S BUDGET; AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY SOMERSET COUNTRY CLUB MEMBERS.

ARTICLE III COMMON AREA

A. Common Area. The Common Area, for purposes of the Property only, is the real property legally described in Exhibit "C" attached hereto and made a part hereof. The Common Area shall be deemed to also include the interest of the Sub-Association in and to any easement granted in favor of the Sub-Association, whether such easement has been granted as of the date hereof or granted hereafter; and shall include any non-exclusive easement wherein Persons, in addition to Declarant, are also beneficiaries under the easement. The Common Area may include, without limitation, entranceways, lakes, roadways, roadway swales, private access gates, landscape buffer areas, street signage, medians, provided that the mentioning of any particular form of Common Area herein shall not require that such form of Common Area be provided. Any real property located within the Property but not herein described as Common Area or as a Lot may be designated as Common Area (or Lot) upon the recordation of a Supplement to this Sub-Declaration.

B. Easements in General. Every Somerset Country Club Member shall have a non-exclusive right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and pass with title to each Lot, subject to the right of the Sub-Association (or Association) to adopt Rules governing the use and enjoyment thereof, and the right of Declarant or the Sub-Association (or Association) to grant permits, licenses and easements over, through, across and under the Common Area for utilities, roads and other purposes reasonably necessary or useful for the maintenance or operation of the Property.

C. Maintenance of Common Area. At the sole discretion of Declarant, the Sub-Association or Association, shall maintain, operate, manage, insure and repair the roads, sidewalks, streets and landscaping in the Common Area and, where applicable, replace improvements thereto, if any, and pay utilities, insurance, taxes and assessments thereon, and the

costs for all of the foregoing shall be a part of the Common Costs. Notwithstanding the foregoing, the improvements, landscaping and lawn located upon the surface of any drainage, utility or like kind easement which may be located upon any portion of a Lot shall be maintained and insured by the Owner of such Lot. Notwithstanding the foregoing (or elsewhere stated in this Declaration), nothing herein contained shall be construed as obligating the Sub-Association to maintain insurance, pay taxes or pay assessments on any portion of Common Area lying within a Lot.

D. Conveyance of Common Area. Declarant agrees that it shall convey or cause to be conveyed by, at Declarant's option, either special warranty deed, warranty deed or quitclaim deed and/or bill of sale (for other than easement rights) to the Sub-Association (or Association) or other entity authorized by law, such as, but not limited to, any independent or dependent district created or established pursuant to Florida law (or any Chapter of the Florida Statutes), or any other district elsewhere referred to herein, or the City, County, State or other governmental agency or entity or quasi-governmental agency or entity, fee simple title (or easement rights) to the Common Area or portion thereof (including any personal property and improvements) as may be necessary or desirable for the development and use of the Property and for consideration to be determined by Declarant. Declarant shall convey the foregoing, if not previously conveyed, on or before the termination of the Class B Control Period, as described in the Articles, or Declarant may convey all or any portion of the Common Area at such earlier time as Declarant, in its sole discretion, may determine. Any additional Common Area created any time after the termination of the Class B Control Period will be conveyed as stated above upon such Common Area becoming subject to this Declaration. At the time of conveyance of the Common Area, the entity to which same is conveyed shall be required to accept such conveyance of the Common Area and the personal property and improvements appurtenant thereto, if any. Any such entity agrees to accept "AS IS" at the time of conveyance, the Common Area and the personal property and improvements appurtenant thereto, if any, without any representation or warranty, expressed, implied, in fact or by law, as to the condition or fitness of the Common Area or portions thereof and the personal property and improvements thereon. In the event Declarant conveys all or a portion of the Common Area to an entity other than the Sub-Association, then such other entity shall be responsible for maintaining, operating and repairing the property conveyed.

Except as hereinafter provided, once title to the Common Area becomes vested in any such entity, such Common Area and the improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of the Owners owning not less than two-thirds of the total number of Lots and the written approval of two-thirds of the Institutional Mortgagees holding first mortgages. The last preceding sentence shall not be applicable to nor prohibit any such entity from (a) granting such easements as are reasonably necessary or appropriate for the development or maintenance of the Common Area in a manner consistent with the provisions of this Declaration and the other Somerset Country Club Documents; or (b) encumbering the Common Area vested in such entity, provided, however, such encumbrances are solely to secure loans obtained for improving the Common Area and are obtained pursuant to the Somerset Country Club Documents.

ARTICLE IV **MAINTENANCE RESPONSIBILITIES**

In consideration of the benefits hereinafter contained, and in payment of the Common Costs, Declarant does hereby declare and the Sub-Association agrees that the following provisions shall be applicable to the Property, which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration and the other Somerset Country Club Documents, as follows:

A. Maintenance of Lot and Dwelling Unit.

1. Each Owner of a Lot covenants that he shall, at all times, maintain, repair and replace at his expense, all improvements on his Lot, including but not limited to all portions of his Dwelling Unit, lighting, fences (whether or not installed by Declarant) and screening, where applicable, sprinkler systems, sidewalks, mailboxes and landscaping (other than landscaping maintained by the Sub-Association, if any), utility lines, ducts, conduits, pipes, wires, utility fixtures and appurtenances which service only his Lot. Notwithstanding anything provided herein, the Sub-Association or Association shall maintain any portion of any common or community entry feature to the Property located within the boundaries of a Lot. The foregoing obligations of the Owner shall be performed such that the Lot and all improvements thereto have a "first class appearance." Any determination as to what constitutes a "first class appearance" shall be made by the Board in its sole discretion. Each Owner, at his expense, shall properly maintain, repair, irrigate, cultivate and replace any diseased or dead tree originally planted by Declarant, Owner or previous Owner, that may be located in such Owner's Lot. The lawns located within any Lot shall be maintained by the Owner and shall be maintained to first class standards (as such may be determined by Declarant or the Board).

2. If any Owner fails to carry out any of his responsibilities pursuant to this Sub-Declaration ("Defaulting Owner") (as shall be determined by the Sub-Association), the Sub-Association shall have the right but not the obligation, after ten (10) days' written notice to the Defaulting Owner, to enter the Lot of the Defaulting Owner for the purpose of performing the responsibilities described in the notice. Such entry on the Lot of the Defaulting Owner shall not be deemed a trespass. In the event of emergencies, the Sub-Association may, in its sole discretion, dispense with the aforesaid notice. The cost of performing such responsibilities and the expenses of collection (if any), including court costs and reasonable attorneys' fees at all trial and appellate levels, shall be specially assessed against the Defaulting Owner as a Special Lot Assessment ("Special Lot Assessment") and shall become a lien upon the Lot of the Defaulting Owner, in the manner provided in this Declaration. The Defaulting Owner shall be personally liable to the Sub-Association for the payment of amounts assessed against him and for all costs of collecting the same plus interest and attorneys' fees as hereinafter provided. If the amounts assessed against the Defaulting Owner are not paid within 15 days of the date of the assessment, the Board may proceed to enforce and collect said Special Lot Assessments against the Defaulting Owner in any manner provided for by the laws of the State of Florida, including foreclosure of the lien and sale of the Lot. For purposes of this subparagraph, unless the Defaulting Owner performs the obligations set forth in such notice, the date of assessment shall be deemed to be the day after the foregoing ten (10) days has elapsed. Said lien shall be effective only from and after the time of recordation among the Public Records of the County of a written, acknowledged statement signed by an officer of the Sub-Association setting forth the amount due. All sums expended shall earn interest at the highest rate permitted under the law. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of lien. Notwithstanding the aforesaid, the provisions of this paragraph may also be enforced in accordance with the provisions of Article VIII of this Declaration. In addition to the rights which the Sub-Association may have, the Sub-Association shall have the right, but not the obligation, after reasonable notice to any Owner, to contract for the maintenance of any Lot Owner's lawn. The costs of said maintenance shall be deemed a Special Lot Assessment enforceable as any other Special Lot Assessment or regular assessment.

B. Maintenance of Common Area and Other Property.

1. The Sub-Association or Association, as the Declarant may determine, shall maintain, operate, manage, and insure Common Area and repair and replace any improvements of any nature thereto, which may include but not be limited to landscaping, pavement, drainage facilities, signs, entry features (even if located on any Lot), and any fence that may be installed by

Declarant or the Sub-Association along the boundary of the Property, and pay such other expenses associated with the Common Area as provided in Article III of this Declaration. All expenses of the Sub-Association incurred under this paragraph B(1) and the obligations of the Sub-Association under paragraph D of Article III of this Declaration shall be a Common Cost of the Sub-Association. The Sub-Association shall maintain the sprinkler system, if any, (the term "sprinkler system" is defined to mean sprinkler heads, sprinkler lines, and when applicable pumps and appurtenances thereto) as originally installed by Declarant on any Common Area. The time and frequency of use of the sprinkler system for watering the landscape on the Common Area shall be determined solely by the Sub-Association. The costs and expense of the repair, maintenance and replacement of the sprinkler system and the utility costs (including electric and water, as applicable) associated therewith shall be at the expense of the Sub-Association; provided, however, if any damage to the sprinkler system is caused by an Owner or his family, lessees, guests or invitees, the cost of repair for such damage shall be assessed against the Owner and such Owner's Lot as a Special Lot Assessment. The expense of the Sub-Association for performing the maintenance, repair and replacement with respect to the sprinkler system and utility cost associated therewith is hereby deemed to be a Common Cost of the Sub-Association. Under no circumstances shall the Sub-Association be responsible to install or maintain any sprinkler system located within any Lot.

2. Any portion of the Common Area located between the boundary of a Lot and the edge of pavement of the roadway or curb shall be maintained by the Owner of such Lot, as more specifically described in Article V(D)(12) hereof. To the extent that such maintenance obligation is that of the Association pursuant to the Plat, the Sub-Association assigns such maintenance obligation to each Owner as set forth herein. Each Owner, by acceptance of an instrument of conveyance for any Lot, agrees to accept the maintenance obligation as provided herein.

3. Any reimbursement from any utility company for the installation of street lighting shall accrue to the party who paid for the installation of such street lighting.

4. Any reference herein with regard to the maintenance obligations of the Sub-Association may be delegated to the Association by the Declarant or the Board. In addition, any and all maintenance obligations and responsibilities as set forth herein may be delegated by Declarant to a chapter 190 community development district.

ARTICLE V

PROVISIONS AND COVENANTS FOR THE PRESERVATION OF THE VALUES AND IMPROVEMENTS

In order to preserve the values of the Property and improvements thereto, the following provisions shall be applicable to the Property:

A. Owner's Covenant for Use. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot, whether or not it shall be so expressed in such deed or instrument, covenants and agrees that the Lot shall be used, held, maintained, and conveyed solely in accordance with and subject to the covenants, reservations, easements, restrictions, and lien rights regarding same as are or may be set forth in this Sub-Declaration and any attachments thereto.

B. Alterations and Improvements.

1. No construction or remodeling of existing buildings or alterations to existing buildings shall be permitted to be made (other than within the Dwelling Unit) without the prior written approval of the Architectural Review Committee. No Dwelling Unit or structure of any kind, including without limitation, additions, improvements, modifications, exterior painting,

mailboxes, pools, fences, walls, pavement, patios, terraces, gazebos, sheds, huts, screening or screened enclosures, tree forts, playhouses or garages, shall be erected or altered, unless first approved by the Architectural Review Committee, as set forth herein. In addition to the foregoing, no improvements or additions to the Lot or Dwelling Unit shall be permitted which violate or which are prohibited by the Declaration.

2. These Articles V(B), V(C) and V(E) shall not apply to the construction of improvements or modifications to the Common Area by or on behalf of the Sub-Association or Declarant or to the construction of any improvements and homes on the Lots by Declarant. This Article may not be amended without the Declarant's prior written consent so long as the Declarant owns any land subject to this Sub-Declaration or annexed pursuant to this Sub-Declaration.

3. The Architectural Review Committee may promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with the Sub-Declaration. Such standards and procedures are subject to the approval of the Board.

4. The approval of the Architectural Review Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

5. The Architectural Review Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, natural conditions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall: (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in the body of this Sub-Declaration, or (iii) estop the Architectural Review Committee from denying a variance in other circumstances.

6. The approval, rejection or withholding of any approval by the Architectural Review Committee of the plans, proposals and specifications and the location of all structures, and every alteration of any structure, shall not be construed or interpreted as a representation or determination by the Architectural Review Committee or Declarant that any building, zoning, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the Owner, it being understood that the approval of the Architectural Review Committee or Declarant relates only to the aesthetics of the improvements shown on the plans and specifications, and not to their sufficiency or adequacy. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of any appropriate governmental agencies prior to commencement of any work or construction. In addition to the foregoing, any approval (or approval as a result of the Architectural Review Committee's failure to respond to an approval request) by the Architectural Review Committee shall not operate to relieve the Owner from complying with the restrictions hereby imposed and the Sub-Declaration.

C. Residential Purposes. Lots shall be used for residential purposes only. No commercial or business occupations may be carried on any Lot except for the construction, development and sale or rental of such Lots and Dwelling Units to be constructed thereon by Declarant (or any builder) and for direct accessory services to the Lots such as utilities, maintenance, and other such services.

D. Additional Provisions for the Preservation of the Values and Amenities of Somerset Country Club. In order to preserve the values and amenities of Somerset Country Club, the

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following provisions shall be applicable to the Property:

1. Minimum Size: Each Dwelling Unit constructed on a Lot shall contain a minimum of 1,400 square feet of livable air conditioned enclosed floor area ("Enclosed Floor Area"). Open or screened porches, patios, terraces, balconies and garages shall not be included for the purpose of determining the number of square feet of Enclosed Floor Area.

2. Garages: If a garage is constructed on a Lot, it must be an enclosed garage which shall be constructed in accordance with all applicable building codes and ordinances. No carports shall be permitted. Garage doors shall be kept closed except when vehicles or persons enter or leave the garage.

3. Intentionally Omitted

4. Roofs: Roofs shall be constructed of concrete barrel S style type or double roll tile only; no other type of roofing shall be permitted unless approved in advance in writing by Declarant. The color of the roofs shall be governed by the Architectural Review Committee.

5. Subdivision of Lot: No Lot shall be resubdivided by an Owner. This restriction shall not apply to Declarant.

6. Parking and Prohibited Vehicles:

(a) Parking: Except as set forth in subparagraph (b) below, parking in the Property shall be restricted to private automobiles and passenger-type vans. Vehicles shall be parked only in the driveways serving the Dwelling Units, except as set forth in subparagraph (b) below. No vehicles shall be parked on any roadway, swale or any other unpaved portion of the Property, including unpaved portions of any Lot. No Owner shall conduct or permit to be conducted repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Property, except in an enclosed area with the doors thereto closed at all times. This section shall not apply to any activities of Declarant.

(b) Prohibited Vehicles: Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, any trucks, including pick-up trucks with over 3/4 ton capacity, tractors, mobile homes, recreational vehicles, campers, camper trailers, boats and any water craft, and boat, water craft or any trailers shall not be parked anywhere on the Property, unless parked in a portion of the Lot completely enclosed by a perimeter fence approved by the Architectural Review Committee. Unless located within an enclosed garage, stored vehicles, vehicles which are obviously inoperable, and vehicles that do not have a current operating license or tag shall not be permitted on the Property. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Dwelling Unit or the Common Area. In addition, in order to preserve the aesthetic values of the community, the Sub-Association may require or cause the removal (by towing or otherwise) from the Property any vehicle with substantial body damage unless the owner of the vehicle parks said vehicle inside an enclosed garage.

7. One Dwelling Unit Per Lot: Only one single-family Dwelling Unit shall be permitted on any Lot, which Dwelling Unit shall be used only for residential use.

8. Driveway: All Lots shall have a concrete driveway of stable, hard surface and permanent construction. The driveway shall be concrete, brick or brick pavers. Each driveway shall extend from the Dwelling Unit to the paved portion of the adjacent street. If any portion of the driveway located within a utility easement or within a dedicated right-of-way is damaged or

removed as a result of work on the utilities located within such utility easement or dedicated right-of-way, then the Owner of the Lot served by such driveway shall promptly repair and replace such damaged portions of his driveway at his expense using materials and design similar to that for the driveway which was damaged. Different materials may be used only where the prior written consent of the Architectural Review Committee is obtained.

9. No Time-Sharing: No "Time-Share Plan" (as defined in Section 721.05 (1989) of the Florida Statutes), or any similar plan shall be permitted for any Dwelling Unit.

10. Antennas and Aerials: Except as may be permitted by the prior written consent of the Architectural Review Committee, no antennas or aerials shall be placed upon the Property, unless completely inside a Dwelling Unit. Satellite reception dishes shall be permitted on the Lots but only to the extent that they are installed in such a manner and location so that they are not visible from the road or adjacent Lots.

11. Signs. Any "for sale" signs or "for rent" signs shall be subject to requirements of the Architectural Review Committee as to number, size, lettering and location. No other sign, advertisement or notice shall be permitted on the Property unless specifically permitted by the prior written consent of the Architectural Review Committee.

12. Maintenance of Premises: In order to maintain the standards of Somerset Country Club, the Property and improvements thereon shall be kept in a good, safe, neat, clean and attractive condition, and all improvements thereon shall be maintained in a finished, painted and attractive condition, and no weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, and no grass on said Property shall be permitted to grow in excess of four inches for improved property and ten inches for unimproved property. Improved property shall be any Lot on which the construction of a Dwelling Unit has been completed as evidenced by the issuance of a certificate of occupancy. Improved property shall also include any landscaped (or grass) portions of the common areas. Unimproved property shall be any portion of the Property which is not improved property. Excepted from the foregoing provisions of this Paragraph shall be any portion of the Property owned by Declarant or its nominees (and other builders) through the period of construction of Dwelling Units or other improvements thereon. However, all such construction debris, refuse, unsightly objects and waste on a portion of the Property must be removed within 30 days after the completion of construction of the improvements on such portion of the Property, as evidenced by issuance of a certificate of occupancy, if applicable.

Unless prohibited by law or local ordinances or unless the Sub-Association is maintaining same, the Owner of a Lot shall also be responsible for maintaining the property between the edge of his Lot line and the edge of pavement or curb of the adjacent paved roadway in accordance with the requirements of this Paragraph 11, including, but not limited to, keeping all portions thereof (except the driveways) fully sodded and maintaining his driveway and the portion of a sidewalk, if any, lying within this area.

Upon the failure of an Owner to maintain his Lot, any portion of the Property adjacent thereto for which he has a duty to maintain and any improvements on the Lot or adjacent property and upon the Owner's failure to correct such deficiencies within ten (10) days after written notice by the Sub-Association or Declarant, the Sub-Association or Declarant, until Declarant no longer owns any portion of the Property, may, at its option, enter upon such Lot or portion of the Property and make such corrections as may be necessary, the cost of which shall be paid for by the Owner. If any Owner fails to make payment as requested, the requested payment shall be collected as a Special Lot Assessment from the Owner as elsewhere described in this Declaration. If Declarant makes such corrections, the Sub-Association shall upon written request

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reimburse Declarant for the expense thereof. The application or operation of this subparagraph shall be in addition to the remedies provided in Paragraph IV(B).

13. Compliance with Documents: Each Owner and his family members, guests, invitees, and lessees and their family members, guests and invitees shall be bound by and abide by the Somerset Country Club Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individuals present within Somerset Country Club. Such Owner shall be liable to the Sub-Association for the cost of any maintenance, repair or replacement of any real or personal property located on the Common Area rendered necessary by his act, neglect or carelessness, or by that of any of the foregoing parties which shall be paid for by the Owner as a Special Lot Assessment.

14. Casualty Destruction of Improvements: If a Dwelling Unit, structure or other improvement is damaged or destroyed by casualty loss or other loss, then within 90 days after the time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Dwelling Unit, structure or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Dwelling Unit, structure or improvement and restore or repair the Lot in accordance with the requirements of the Architectural Review Committee. As to any such reconstruction of a destroyed Dwelling Unit, structure or improvement, the same shall only be replaced with a Dwelling Unit, structure or improvement as are approved as provided herein.

15. Animals and Pets: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common domesticated household pets not to exceed a total of three may be permitted in a Lot. This limitation does not apply to fish. However, those pets which, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Property, shall be removed upon request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board, and such action shall not be deemed to be a trespass or conversion. No pets shall be kept, bred or maintained for any commercial purpose. Pets shall at all times whenever they are outside a Dwelling Unit be carried or confined on a leash held by a responsible person. Pets shall not be permitted on the Common Area.

16. Fences. All fences are subject to the approval of the Architectural Review Committee as set forth in Article V(B) hereof, provided that in no event shall fences of any kind be permitted on the front yard portion of any Lot, and provided further that all other fences are limited to chain link fences with green vinyl coating, with such fence having a ficus or similar hedge abutting the fence to effectively conceal the fence from the road; and fences made of white extruded aluminum, all as further specified by the Architectural Review Committee.

ARTICLE VI

MEMBERSHIP AND VOTING

RIGHTS IN THE SUB-ASSOCIATION

Membership in the Sub-Association shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance in the Public Records of the County. Membership in the Sub-Association shall be appurtenant to, and may not be separated from, ownership of a Lot. Further, Declarant shall be a Somerset Country Club Member until such time as set forth in the Articles. Each Somerset Country Club Member shall be entitled to the benefit of, and be subject to, the provisions of the Somerset Country Club Documents. The voting rights of the Somerset Country Club Members shall be as set forth in the Articles.

ARTICLE VII EASEMENTS

Easements

A. Recognition of Existing Easements. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved or granted with respect to the Property whether reserved or granted under this Sub-Declaration or other instrument of record. Declarant shall have the right to modify, grant or assign any existing or proposed easements. The following are existing easements:

1. Water Management Easement. There is hereby granted in favor of the Sub-Association a perpetual, non-exclusive easement or easements for flowage, drainage, storm water retention and detention on, over, upon, within and under those portions of the Property consisting of lakes. Further, the Declarant, with the joinder and consent of the Sub-Association, may convey fee simple title to any lake or portion thereof located within the Property to the applicable water management or control district or chapter 190 community development district. The foregoing conveyance may be by warranty deed (or other instrument of conveyance). The effect of any such conveyance shall be to relieve the Sub-Association of any maintenance responsibilities. However, said conveyance shall not relieve the Sub-Association and Owners from paying assessment or district charges for any services connected with the maintenance of the lake or lakes. If the Sub-Association becomes obligated to pay for such services then such charge or assessment shall be deemed a Common Cost.

2. Ingress-Egress/Utility and Drainage Easement. There is hereby granted in favor of the Sub-Association and, if required, the applicable water management district or districts, and any other entity or public body which Declarant or the Sub-Association deem appropriate, including any or chapter 190 community development district, a perpetual, non-exclusive easement or easements for ingress, egress, utilities and drainage on, over, across, through and under the paved roadway, sidewalks, swales, and other such portions of the Property and Common Areas.

B. Grant and Reservation of Easements. There is hereby reserved for Declarant, the Sub-Association, and their designees the following perpetual easements on, over, across, through, and under the Property as covenants running with the Property for the benefit of Declarant, the Sub-Association, and their designees, for the following purposes and provided that none of such easements shall interfere with the use of the Property for residential purposes, and such easements shall be used only to the extent reasonably necessary for their intended purposes. The following easements may be grants of easements or reservations giving the Declarant the right to grant such easements as the context shall indicate:

1. Utility Easements. There is hereby reserved unto Declarant the right to grant non-exclusive or exclusive easements over, under, in and upon any portion of the Property or Common Areas, including, but not limited to, any portion of any Lot, whether or not said Lot has been conveyed, as may be necessary to provide utility services and for ingress and egress for persons and vehicles to provide and maintain such utility services, including, but not limited to, power, electric, sewer, water, drainage, telephone, gas, lighting facilities, street lights, irrigation, television transmission and cable television facilities, telecommunications, limited access service and facilities in connection therewith.

2. Governmental Services Easement. There is hereby reserved unto Declarant the right to grant non-exclusive easements to provide for governmental service including, without limitation, police and fire protection, postal service and ambulance service including rights of ingress, egress, and access for persons and equipment necessary for such purposes, for the benefit of all appropriate governmental and quasi-governmental agencies, Declarant and the Sub-Association.

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3. Easement for Encroachment. There is hereby granted an easement for encroachment in favor of the Declarant, all Owners and the Sub-Association, as applicable, if any portion of the Common Area now or hereafter encroaches upon any Lot, or if any improvement to any Lot now or hereafter encroaches upon the Common Area, or if the improvements on any Lot now or hereafter encroach upon any other Lot, the foregoing being as a result of inaccuracies in survey, construction or reconstruction, or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. The easement herein granted for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of the Person for whose benefit the easement is granted.

4. Ingress-Egress Easement. There is hereby reserved unto Declarant the right to grant perpetual, non-exclusive easements for ingress and egress on, over, and across the paved roadway, sidewalks, swales, and other such portions of the Property reasonably designed for ingress and egress purposes.

5. Right of Sub-Association and Declarant to Enter Upon Lots. There is hereby granted and reserved unto Declarant and the Sub-Association, or the designees, agents or employees of either, easements for ingress and egress to enter over, under, in, and upon the Lots for the purpose of fulfilling their duties and responsibilities of administration, maintenance or repair in accordance with this Declaration, including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Owners. Such entry, under, over, in, and upon the Lots shall not be deemed a trespass.

6. Reservation of Right to Grant or Accept Easements. Declarant, as long as it owns a Lot, and thereafter the Sub-Association, shall have the right to grant or accept on behalf of itself or the Sub-Association, without further authorization, such grants of easement or other instruments as may from time to time be necessary or desirable over and upon the Property or portions thereof. Declarant specifically reserves the right to grant any and all types and kinds of easements deemed necessary by any municipality, water or drainage control district, utility or other provider of utility-like services through a portion of each Lot being ten (10) feet within the Lot as measured from the boundary lines of each Lot (excepting therefrom any part of the Lot where Declarant has placed an improvement such as, but not limited to, a Dwelling Unit). The foregoing reservation shall not be deemed released or terminated upon the conveyance of any Lot but shall remain as a reservation in favor of Declarant for the herein described purposes.

7. Sprinkler Easement. There is hereby reserved unto Declarant the right to grant an easement for the installation, maintenance, repair and replacement of sprinkler systems and appurtenances thereto, over, through, under and across the Property is hereby created in favor of Declarant and the Sub-Association for the purpose of providing the irrigation system for landscaping located on the Common Area, if any. Nothing herein contained shall obligate Declarant or the Sub-Association from installing any sprinkler system whatsoever.

8. Easement for Driveway, Sidewalk and Sprinkler System Maintenance. Declarant and the Sub-Association hereby grant to each Owner, its successors and successors in title, a perpetual, non-exclusive easement for ingress, egress, access and maintenance purposes upon, across, over and under any portion of the Property between the boundary of such Owner's Lot and the edge of pavement of the adjacent paved roadway for the existence, construction, maintenance, repair and replacement of any portion of a sidewalk, a driveway providing access to such Owner's Lot, any sprinkler system and for the maintenance purposes set forth in Article IV(A) hereinabove.

9. Easement for Entry Feature. An easement for the installation, maintenance, repair and replacement of the entry features to the Property and appurtenances thereto, over, under, through and across that portion of any Lots wherein such entry feature may be located. The Sub-

Association shall restore the surface of the Lot immediately after any maintenance, repair or replacement of such entry feature.

10. Utility, Drainage, Maintenance, Original Construction, Encroachment and Sidewalk Easements. The following easements are granted and reserved in favor of Declarant and the Sub-Association to facilitate the construction and maintenance of dwellings, fences and walls along the side Lot lines but with the intent that such easement shall not interfere with the construction of the adjacent dwellings. A Construction, Drainage and Maintenance Easement of five (5) feet in width along the side Lot line of each Lot (as measured from a side boundary of each Lot said side boundary being located on the side of the Lot having the widest clearance from the boundary to the dwelling built by Declarant) for the benefit of Declarant, the adjacent Lot Owner and any builder or contractor to construct on the adjacent Lot, and the adjacent Lot Owner to maintain the adjacent dwelling including, without limitation, the building structure, water and sewer lines, electric meter, roof overhang, water meter, air conditioning unit(s), and any other part of the building structure and/or appurtenances. The foregoing easement shall include an easement for the runoff of water from the adjacent Lot, including, but not limited to, rainwater from the roof overhang. Additionally, should any portion of the original dwelling unit conveyed to a Lot Owner by Declarant encroach on an adjacent Lot as described in the previous sentence, such encroachment shall be permitted and deemed part of the Maintenance Easement granted herein for so long as such encroachment shall exist.

11. Declarant's Construction and Sales Activities. In addition to the property rights granted in this Declaration to the Declarant, as Owner or otherwise, the Declarant is extended the right to enter upon the Property at any time and in any way necessary to allow the Declarant to construct, sell or promote the sales of Lots from within the Property, including, but not limited to, the use of the street in front of the model homes for parking and any such other sales or construction activities deemed necessary or desirable by the Declarant. In addition, Declarant shall have the right to use all of the Common Area as it deems necessary and/or desirable for sales and construction purposes. Notwithstanding any other provision in this Declaration, Declarant is irrevocably empowered to sell, lease, transfer or convey any Lot or Lots on any terms for as long as Declarant owns any Lot. So long as the ARC has approved the plans and specifications, any other builder owning more than 20 Lots may build model homes and use same for the purpose of selling and marketing homes within the Property.

C. Assignments. The easements or right to grant easements reserved under paragraph B above may be assigned on an exclusive or non-exclusive basis by the Sub-Association or, as long as Declarant owns any portion of the Property or Lot, by the Declarant in whole or in part to any City or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant as long as Declarant owns any portion of the Property.

ARTICLE VIII **COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT** **AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS** **OF DECLARANT AND INSTITUTIONAL MORTGAGEES**

A. Affirmative Covenant to Pay Assessments and Common Costs. In order to (1) fulfill the terms, provisions, covenants and conditions contained in the Somerset Country Club Documents; and (2) maintain, operate and preserve the Property, for the use, safety, welfare and benefit of the Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon each Lot the affirmative covenant and obligation to pay to the Sub-Association (in the manner herein set forth) all assessments ("Assessments") including, but not limited to, the Individual Lot Assessments, Special Assessments, and Special Lot Assessments, as hereinafter provided and collectively referred to as "Assessments". Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot, whether or not it shall be so expressed in such deed or

instrument, shall be obligated and agrees to pay to the Sub-Association all Assessments in accordance with the provisions of the Somerset Country Club Documents, provided that the Owner shall be personally obligated only for Assessments that fall due during the time the Owner owns the Lot unless otherwise assumed by such Owner, notwithstanding the fact that the Lot may be subject to a lien for Assessments in addition thereto; provided that, in a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments up to the time of conveyance.

B. Establishment of Liens. Any and all Assessments made by the Sub-Association in accordance with the provisions of this Declaration or any of the Somerset Country Club Documents (the "Assessments") with interest thereon at the highest rate allowed by law, late charges and costs of collection, including, but not limited to, reasonable attorneys' fees and court costs, are hereby declared to be a charge and continuing lien upon the Lot against which each such Assessment is made. Each Assessment against a Lot, together with interest thereon at the highest rate allowed by law, late charges and costs of collection thereof, including, but not limited to, reasonable attorneys' fees and court costs, shall also be the personal obligation of the Owner of such Lot. Said lien shall be effective only from and after the time of the recordation among the Public Records of the County, of a written, acknowledged statement (sometimes hereinafter referred to as a "claim of lien" or "lien") by the Sub-Association setting forth the amount due to the Sub-Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, when an Institutional Mortgagee of record obtains title to a Lot as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns shall not be liable for the share of Assessments pertaining to such Lot or chargeable to the former Owner of such Lot which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment(s) against the Lot in question is secured by a claim of lien for Assessment(s) that is recorded prior to the recordation of the mortgage of the Institutional Mortgagee which was foreclosed or with respect to which a deed in lieu of foreclosure was given; provided, however, the unpaid share of Assessment(s) shall be collectible from all of the Owners of Lots, including such acquirer of title and his successors and assigns.

C. Late Charges and Collection of Assessments by Sub-Association. If any Owner shall fail to pay any Assessment or installment thereof charged to such Owner within 30 days after the same becomes due, then a late charge of \$25, accruing as of the due date, may be levied by the Board for each month the Assessment is unpaid, which late charge may be secured by the filing of a claim of lien as aforescribed. If an Assessment is not paid within 30 days of its due date, the Sub-Association shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to all other remedies available to the Sub-Association:

1. To accelerate the entire amount of any Assessments for 12 months from the date of the last overdue Assessment based on the then current Individual Lot Assessment amount, notwithstanding any provisions for the payment thereof in installments; provided that in the event of an increase in the Individual Lot Assessment amount in the next year's Budget, such Owner shall be liable for the increase at such time as the increased Individual Lot Assessment becomes due.

2. To advance on behalf of the Owner(s) in default, funds to accomplish the needs of the Sub-Association up to and including the full amount for which such Owner(s) is liable to the Sub-Association and the amount or amounts of moneys so advanced, together with interest at the highest allowable rate, and all costs of collection thereof, including, but not limited to, reasonable attorneys' fees at pre-trial, trial and appellate levels, may thereupon be collected by the Sub-Association and such advance by the Sub-Association shall not waive the default;

3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Sub-Association in like manner as a foreclosure of a mortgage on real property; and

4. To file an action at law to collect said Assessment plus late charges, plus interest at the highest rate allowed by law from the due date of such Assessment, plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure in the Sub-Association.

Notwithstanding the foregoing, the Sub-Association shall not be required to bring any action if it believes that the best interest of the Sub-Association would not be served by doing so.

D. Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement. Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lots. Further, Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Common Costs on behalf of the Sub-Association when the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagees paying overdue Common Costs on behalf of the Sub-Association will be entitled to immediate reimbursement from the Sub-Association plus any costs of collection including, but not limited to, reasonable attorneys' fees, and the Sub-Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

E. Working Capital Fund. Declarant shall establish a "Working Capital Fund" for the operation of the Sub-Association, which shall be collected by Declarant from each Lot purchaser at the time of the first conveyance of each Lot by Declarant to such purchaser in an amount equal to two months of the Individual Lot Assessments for such Lot. The share of each Lot of the Working Capital Fund shall be collected and transferred to the Sub-Association at the time of closing of the sale of each Lot. The purpose of this fund is to assure that the Sub-Association's Board of Directors will have cash available to meet any legitimate Sub-Association expense, or to acquire insurance, additional equipment, or services deemed necessary or desirable by the Board of Directors, and may be expended at any time for such purposes. Amounts paid into the fund at closing are not to be considered advance payment of Assessments or as a reserve fund, and are not refundable.

ARTICLE IX METHOD OF DETERMINING ASSESSMENTS AND PROPERTY AND OWNERS TO ASSESS

A. Determining Amount of Assessments. The total anticipated Common Costs for each fiscal year shall be set forth in a Budget prepared by the Board. The total anticipated Common Costs (other than those Common Costs which are properly the subject of a "Special Assessment" as hereinafter set forth) shall be apportioned equally among the Lots by dividing the total anticipated Common Costs which are reflected by the Budget, other than those Common Costs which are properly the subject of Special Assessment (adjusted as hereinafter set forth) by the total number of Lots at the time of adoption of the Budget, with the quotient thus arrived at being the "Individual Lot Assessment." All questions and final determination regarding the number of Lots subject to this Declaration shall be determined the Declarant.

B. Assessment Payments. Individual Lot Assessments which have commenced on a Lot shall be prorated for the quarter in which the Lot came into existence, and shall thereafter be payable quarterly in advance on the first day of each quarter of each year, or as otherwise determined from time to time by the Board.

For any Budget year, Declarant may elect to pay: (i) the portion of the actual Common Costs, less any provision for reserves, that do not exceed budgeted amounts and which were properly incurred by the Sub-Association during that year which is greater than the sums received by the Sub-Association from the payment of Common Costs for that year by Owners other than Declarant; or (ii) such amount as Declarant would otherwise be obligated to pay if it had been subject to the annual assessment for Common Costs for that year on those Lots within the Property of which it is the Owner. Unless Declarant otherwise notifies the Board at least 60 days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Declarant's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of service or materials, or a combination of these. Other than as provided in this paragraph, Declarant shall have no obligation to contribute or pay any amount for Assessments or Common Costs as to Lots owned by Declarant. Notwithstanding anything provided herein, Declarant shall never be obligated to pay any amounts for any reserve fund even though the lack of payment of reserves for accounting purposes may be deemed to be an expense of the Sub-Association.

C. Special Assessments. Special Assessments include, in addition to other Assessments designated as Special Assessments in the Somerset Country Club Documents, those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for Common Area, or the cost of reconstructing or replacing such improvements and such Assessments as may be necessary for the Sub-Association to carry out its obligations under the Somerset Country Club Documents. Special Assessments shall be assessed in the same manner as the Individual Lot Assessment. No Lots owned by Declarant shall be subject to any Special Assessments without the prior written consent of Declarant. Special Assessments shall be paid in such installments or in a lump sum as the Board shall from time to time determine.

D. Special Lot Assessment. Special Lot Assessment means those Assessments against an individual Owner which are levied by the Sub-Association for maintaining, preserving, and restoring the Common Area and Lots upon such Owner's failure to fulfill his obligations to do same under the provisions of the Somerset Country Club Documents and such other Assessments which are designated as Special Lot Assessments under this Declaration. Special Lot Assessments shall be in addition to the Individual Lot Assessment and shall be enforceable by the Sub-Association as other Assessments, provided that no Lot owned by Declarant shall be subject to any Special Lot Assessments without the prior written consent of Declarant.

Any damage to any portion of the Property which is caused by an Owner or his family, tenants, guests, invitees or licensees shall be the responsibility of such Owner, and shall be charged against such Owner and such Owner's Lot as a Special Lot Assessment.

E. Liability of Owners for Individual Lot Assessments, Special Assessments and Special Lot Assessments. By the acceptance of a deed or other instrument of conveyance of a Lot, each Owner thereof, except for Declarant to the extent Declarant is an Owner, acknowledges that each Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessment and their applicable portion of any Special Assessments (as to Special Assessments, subject to the limitations thereon relating to Lots owned by Declarant), as well as for all other Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Common Costs (subject to any specific limitations provided for herein such as, but not limited to, the

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limitation with respect to matters of Special Assessments insofar as Declarant is concerned and the limitations on the liability of Institutional Mortgagees, their successors and assigns). Further, such Owners recognize and covenant that they are individually liable for Special Lot Assessments (subject to any specific limitations provided for herein). Subject to such specific limitations, it is recognized and agreed by each Owner, for himself and his heirs, personal representatives, successors and assigns, that if Owners fail or refuse to pay their Individual Lot Assessment or any portion thereof or their respective portions of any Special Assessments or any other Assessments, including Special Lot Assessments, then the other Owners may be responsible for increased Individual Lot Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owners, and such increased Individual Lot Assessment or Special Assessments or other Assessments can and may be enforced by the Sub-Association in the same manner as all other Assessments hereunder as provided in this Declaration. The limitations applicable to Lots owned by Declarant also apply to any portion of an Assessment arising from the failure of any Owner to pay a Special Assessment or a Special Lot Assessment, or any portion thereof. Failure of an Owner to make use of the rights granted in this Declaration shall not terminate his obligation to pay any Assessments hereunder.

ARTICLE X COMMON COSTS; CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses are hereby declared to be Common Costs which the Sub-Association shall assess and collect and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Somerset Country Club Documents:

A. Taxes. Any and all taxes or special assessments levied or assessed at any and all times upon any Common Area or any improvements thereto or thereon by any and all taxing authorities, community development districts established by Chapter 190, Florida Statutes, and water drainage districts, including, without limitation, all taxes, charges, assessments and impositions, and liens for public improvements, special charges and assessments, and in general all taxes and tax liens which may be assessed against the Common Area and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon, as opposed to any such levies or assessments against an individual Lot which shall be paid by the Owner thereof, shall be Common Costs.

B. Maintenance, Repair and Replacement.

1. Any and all expenses of the Sub-Association necessary to maintain, preserve, repair and replace the Common Area, and any improvements thereon under the terms of the Somerset Country Club Documents and in conformity with all applicable federal, state, County or municipal laws, statutes, local ordinances, orders, rulings and regulations shall be Common Costs.

2. Any and all expenses of the Sub-Association necessary to maintain, preserve, repair, and replace certain improvements or landscaping located on the Property, as provided in this Declaration, including without limitation entranceways, roadways, street signage, medians, and personal property and equipment related to such improvements and landscaping, if any, which under the terms of this Declaration the Sub-Association is obligated to maintain, preserve, repair and replace shall be Common Costs.

3. Any and all expenses of the Sub-Association for the repair, maintenance or replacement of any sprinkler system maintained by the Sub-Association.

C. Administrative Expenses. The costs of administration for the Sub-Association in the performance of its functions and duties under the Somerset Country Club Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses shall be Common Costs. In addition, the Sub-Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or an otherwise related entity of Declarant) to assist in the operation of the Property and to perform or assist in the performance of certain obligations of the Sub-Association under the Somerset Country Club Documents. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Common Costs.

D. Compliance with Laws. The Sub-Association shall take such action as it determines to be necessary or appropriate in order for the Common Area and the improvements thereon to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, and the expenses of the Sub-Association hereunder shall be Common Costs.

E. Indemnification. The costs and expenses of fulfilling the covenant of indemnification set forth in Article XIV(P) of this Declaration shall be a Common Cost.

F. Failure or Refusal of Lot Owners to Pay Assessments. Funds needed for Common Costs due to the failure or refusal of Owners to pay Assessments levied shall, themselves, be deemed to be Common Costs and properly the subject of an Assessment, provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Owners to pay a Special Assessment or a Special Lot Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon with respect to Lots owned by Declarant.

G. Utility Charges. All charges levied for utilities providing services for the Common Area, whether supplied by a private or public firm, including without limitation all charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge, shall be Common Costs.

H. Extraordinary Items. Extraordinary items of expense under the Somerset Country Club Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment, subject to the limitations thereon with respect to Lots owned by Declarant, shall be Common Costs.

I. Costs of Reserves. The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation or deferred maintenance of Common Area and improvements thereto or with respect to other improvements, landscaping or equipment which the Sub-Association is to maintain, repair and replace pursuant to this Declaration, in amounts determined sufficient and appropriate by the Sub-Association from time to time shall be Common Costs. The moneys collected by the Sub-Association on account of Reserves shall be and shall remain the exclusive property of the Sub-Association, and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same. No Reserves shall be imposed as Common Costs or otherwise collected from Lot Owners as long as the Declarant owns a Lot, unless Declarant gives its prior written consent thereto.

J. Matters of Special Assessments Generally. Amounts needed for capital improvements or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Somerset Country Club Documents must also be approved by the affirmative vote of a majority of all Somerset Country Club Members (at any meeting thereof having a quorum) when the total amount of the Special Assessment for any one item or purpose is in excess of \$5,000, except that no approval need be

obtained for a Special Assessment for the replacement or repair of presently existing improvements or personal property on the Common Area. Declarant shall not be obligated for Special Assessments as to Lots owned by Declarant.

K. Miscellaneous Expenses. The cost or expense of all items pertaining to or for the benefit of the Sub-Association or any Common Area, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Common Costs by the Board shall be a part of the Common Costs.

L. Insurance. The premiums for all insurance of any type maintained by the Sub-Association shall be Common Costs.

ARTICLE XI INSURANCE

A. The Sub-Association. The Sub-Association shall purchase the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Common Costs:

1. Public Liability Insurance. A comprehensive policy or policies of public liability insurance naming the Sub-Association and Declarant until Declarant no longer owns any Lots, whichever is later, as named insureds thereof and including, if appropriate, the Owners as insureds thereunder, as insuring against any and all claims or demands made by any Person or Persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Area, or by the Sub-Association in performing its duties and obligations under this Declaration, and legal liability arising out of lawsuits related to contracts to which the Sub-Association is a party, including without limitation, injuries resulting from the use of improvements made to the Common Area, and for any other risks insured against by such policies, with limits of not less than \$1,000,000 for damages incurred or claimed for personal injury for any one occurrence (with no separate limit stated for the number of claims) and not less than \$100,000 for property damage incurred or claimed for any one occurrence (with no separate limit stated for the number of claims). Such coverage shall include as appropriate and if reasonably available, without limitation, protection against water damage liability, liability for owned and non-owned and hired automobiles and liability for property of others. The insurance purchased shall contain, if obtainable, a "Severability of Interest Endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Sub-Association, Declarant, or any other Owners or deny the claim of either the Declarant or Sub-Association because of negligent acts of the other or the negligent acts of an Owner.

2. Casualty Insurance. To the extent determined by the Declarant, if at all, casualty property insurance for all improvements, if any, now or hereafter located upon the Common Area, including fixtures, personal property and equipment thereon, in amount equal to the current full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage. Such insurance is to afford protection against (i) such risks as shall customarily be covered with respect to areas similar to the Common Area in developments similar to the Property in construction, location and use; and (ii) at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage. If the improvements to the Common Area are not the type of improvement for which casualty insurance is customarily obtained, the Board shall have no obligation to obtain casualty insurance for such improvement to the Common Area. If required by an Institutional Mortgagee, and if available, such insurance, if obtained, shall include a "Construction Code Endorsement" (including a "Demolition Cost Endorsement," a "Contingent Liability from

Operation of Building Laws Endorsement," and an "Increased Cost of Construction Endorsement") or its equivalent endorsement (without contribution); an "all risk" endorsement; an "Agreed Amount Endorsement"; and an "Inflation Guard Endorsement."

3. Fidelity Coverage. At the Board's sole discretion, adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Sub-Association and the Directors and all others who handle and are responsible for handling funds of the Sub-Association. Such coverage is to be in the form of fidelity bonds which meet the following requirements to the extent same are reasonably obtainable at a reasonable cost in the judgment of the Board:

- (a) Such bonds shall name the Sub-Association as an obligee;
- (b) Such bonds shall be written in an amount equal to at least the sum of three (3) months' Assessments on all Lots, plus the reserves, if any; and
- (c) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

4. Cancellation or Modification. All insurance policies purchased by the Sub-Association shall provide that they shall not be canceled (including for nonpayment of premiums) or substantially modified without at least 60 days' prior written notice to the Sub-Association and to each Institutional Mortgagee, if any, named in the mortgagee clause, if any.

5. Directors' and Officers' Liability Coverage: At the Board's sole discretion, policies of Directors' and Officers' liability insurance in an amount determined by the Board to be adequate to insure the Directors and Officers of the Sub-Association against personal liability arising in connection with the performance of their duties not covered by the coverage maintained pursuant to subparagraph 3 above.

6. Other Insurance. The Sub-Association may procure such other Insurance as the Board of Directors may determine.

B. Owners' Responsibility. The Sub-Association shall not procure insurance on any Lot or the Dwelling Unit constructed thereon, or personalty contained therein. Accordingly, Owners of Lots shall purchase their own insurance for their Lot and Dwelling Unit and personalty located therein, and for any risk they may incur by ownership of a Lot, and for the use of Common Area. Each Lot and the improvements thereon shall be insured by the Owner thereof with fire and extended coverage insurance for loss by fire or other hazards, and such insurance shall be for the maximum insurable value of the Lot and improvements thereto, without deduction for depreciation. The Sub-Association shall have the right, but not the obligation, to require Owners to provide to the Sub-Association, proof of the insurance required by this Paragraph B as well as proof of payment of the premiums for such insurance. In the event of damage or destruction by fire, flood or other casualty to any Dwelling Unit or other portion of the Lot, the Owner shall be obligated to rebuild and/or repair, as necessary, the Dwelling Unit thereon, subject to the terms, provisions and requirements of this Declaration and the Architectural Review Committee. The repair and building of the Dwelling Unit shall be done in a good and workmanlike manner and such repairs and rebuilding shall be performed expeditiously. Notwithstanding anything herein to the contrary, in the event that a Dwelling Unit or any other improvements to a Lot are damaged or destroyed and Assessments have commenced as to such Lot, in no event shall the Assessments with respect to such Lot be reduced, canceled or abated.

ARTICLE XII LEASING OF LOTS

Every lease entered into by any Owner with respect to the Dwelling Unit owned by such Owner shall be subordinate to any lien filed by the Sub-Association under this Declaration, whether such lien was filed before or after the commencement of the lease. The Sub-Association shall have the right to establish a procedure for screening tenants; accordingly, the Sub-Association may then have the right to disapprove tenants. Any such procedure as may be established shall not apply to the Declarant and Declarant shall not be required to seek Sub-Association approval for any lease of all or any portion of the Property. Any lease of a Lot by an Owner shall contain a covenant that the lessee acknowledges that the Lot is subject to the Somerset Country Club Documents and is familiar with the provisions hereof, and the uses and restrictions contained therein, and agrees to abide by all such provisions. If a lease does not contain such a covenant, then such lease shall nonetheless be deemed to include such covenant. This paragraph shall also apply in the event of subleasing of a Lot to the same extent as to the leasing of a Lot.

ARTICLE XIII RIGHTS OF INSTITUTIONAL MORTGAGEES

A. General Lender Rights. Upon written request to the Sub-Association by an Institutional Mortgagee, or the insurer or guarantor of any Institutional Mortgage encumbering a Lot or residence on a Lot, such Institutional Mortgagee, insurer or guarantor, if its request specifies the name, address and factual basis of entitlement of the requesting party, shall be entitled to prompt written notice of:

1. any condemnation or casualty loss that affects either a material portion of the Property or any Lot or Dwelling Unit on a Lot encumbered by its Institutional Mortgage;
2. any 60 day delinquency in the payment of Assessments or charges owed by the Owner of any Lot or Dwelling Unit on a Lot on which it holds the Institutional Mortgage;
3. a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Sub-Association; and
4. any proposed action which requires the consent of a specified percentage of Institutional Mortgagees.

B. Financial Statement. Any Institutional Mortgagee, upon written request, shall be entitled to receive from the Sub-Association a financial report for the immediately preceding fiscal year.

C. Amendments. Any Institutional Mortgagee who has registered its name with the Sub-Association shall be provided with written notice prior to the effective date of any proposed, material amendment to this Declaration, or the Articles or Bylaws, or prior to the effective date of any termination of an agreement with a management company. The foregoing "registered" Institutional Mortgagees shall attain the status of being registered when such Institutional Mortgagee shall have a recorded a first lien on a Lot and shall have mailed by certified mail, return receipt requested, a notice to the Sub-Association requesting to be placed on the list of registered mortgagees.

D. Additional Lender Rights. In the event that any party which has financed the Construction of the Improvements (as hereinafter defined) (the "Development Lender") acquires title to any Lot(s) owned by Declarant (or on which Declarant held a mortgage which was assigned

to the Development Lender) as a result of the foreclosure of a mortgage(s) thereon or the giving of a deed in lieu of foreclosure or in satisfaction of debt, such party shall automatically succeed to all rights, benefits and privileges of Declarant hereunder (and under the Articles, Bylaws and Rules and Regulations of the Sub-Association), except to the extent the Development Lender specifically disclaims any of such rights, benefits or privileges in a written notice to the Sub-Association. Notwithstanding the foregoing or anything to the contrary contained in this Declaration (or in the aforesaid Articles, Bylaws or Rules and Regulations), the Development Lender shall in no manner be obligated or liable for any duties, obligations, warranties, liabilities, acts or omissions of Declarant (i) occurring or arising from facts existing (regardless of when same became known or should have become known) prior to the date the Development Lender succeeds to the rights, benefits and privileges of Declarant or (ii) otherwise not directly attributable to the Development Lender solely in its own right. The foregoing shall be in addition to, and not in derogation of, the Development Lender's rights, benefits and privileges as same may exist elsewhere in, under or in connection with this Declaration (or the aforesaid Articles, Bylaws or Rules and Regulations). The Construction of the Improvements shall mean and refer to all of the improvements constructed upon the Property, such as, but not limited to, the infrastructure, roads, water and sewer, and excluding the construction of the dwelling units and improvements made or constructed for the exclusive benefit of any one Lot. It is the intention of the Declarant hereby to limit the application of this paragraph and the definition of Development Lender to such entity as may have lent money and secured same with a first lien on all of the Property (or such portions of the Property in addition to the Property as may have been annexed.) In addition, any Institutional Mortgagee who acquires title by way of foreclosure or deed in lieu of foreclosure shall not be liable for any assessments accruing prior to the date the Institutional Mortgagee acquired title and so long as the lien in favor of the Institutional Mortgagee was recorded prior to the recording of any claim of lien or lien by the Sub-Association for such past due assessments.

ARTICLE XIV GENERAL PROVISIONS

A. Notices. Any notice or other communication required or permitted to be given or delivered hereunder shall be properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (1) any Owner, at the address of the Person whose name appears as the Owner on the records of the Sub-Association at the time of such mailing and, in the absence of any specific address, at the address of the Lot owned by such Owner; and (2) the Sub-Association, certified mail, return receipt requested, at 5400 SW 124th Avenue, Miramar, Florida 33027, or such other address as the Sub-Association shall hereinafter notify Declarant and the Owners of in writing; and (3) Declarant, certified mail, return receipt requested, at 6262 Bird Road, Suite 31, Miami, Florida 33155, or such other address or addresses as Declarant shall hereafter notify the Sub-Association of in writing, any such notice to the Sub-Association of a change in Declarant's address being deemed notice to the Owners. Upon request of an Owner, the Sub-Association shall furnish to such Owner the then current address of Declarant as reflected by the Sub-Association records.

1. Right to Notice. The Sub-Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Somerset Country Club Documents and the books, records and financial statements of the Sub-Association to Owners and to Institutional Mortgagees or the insurers or guarantors of any mortgages encumbering Lots, which mortgages are held by Institutional Mortgagees.

2. Rights of Listed Mortgagee. Upon receipt by the Sub-Association, identifying the name and address of the Institutional Mortgagee holding a mortgage on a Lot or the insurer or guarantor thereof (such holder, insurer, or guarantor is herein referred to as a "Listed Mortgagee"), together with written request therefor from such Listed Mortgagee specifying the address to which the following items are to be sent, the Sub-Association shall timely send to such

Listed Mortgagee the following (until the Sub-Association receives a written request from such Listed Mortgagee to discontinue sending the following items or until the mortgage is discharged of record):

(a) A copy of any financial statement of the Sub-Association which is thereafter sent to the Owner of such Lot; and

(b) 30 days' prior written notice of the cancellation or termination by the Sub-Association of any policies of insurance covering the Common Area or any improvements thereon, or any fidelity bonds of the Sub-Association, as well as copies of any notices of cancellation by others received by the Sub-Association with respect thereto; and

(c) Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Common Area.

B. Protect Legal Title to Common Area.

1. Except for the Declarant, no one may grant, lease, convey, pledge, encumber, assign, hypothecate or mortgage any interest in the Common Area without the Sub-Association's prior written consent.

2. The Sub-Association may incur indebtedness giving a right to a lien of any kind on the Common Area, which liens shall be subject to the Somerset Country Club Documents, provided that such indebtedness receives the prior affirmative vote of two-thirds of the Somerset Country Club Members.

3. All Persons contracting with the Sub-Association or Owners, or Persons furnishing materials or labor thereto, as well as all Persons whomsoever, shall be bound by the provisions of this Article XIV, Paragraph B.

C. Enforcement.

1. The covenants and restrictions contained herein, the Somerset Country Club Documents and Other Instruments of Record (as hereinafter defined) may be enforced by Declarant, the Sub-Association, any Owner or any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any Person, violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees.

2. Notwithstanding the availability of the remedies set forth in Article XIV, Paragraph C(1) above, the Sub-Association shall also have the power to assess reasonable fines as set forth in the Bylaws to enforce any of the provisions of this Declaration, the Bylaws, the Rules and Other Instruments of Record. Such fines shall be deemed Special Lot Assessments which the Sub-Association may enforce in accordance with the provisions of this Declaration.

3. The Declarant and the Sub-Association shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to easements.

D. Rules and Regulations; Priority of Documents. The Board may, from time to time,

impose Rules regulating the use and enjoyment of the Property, including without limitation regulations pertaining to the number of guests that may be located in a Dwelling Unit. The Rules so promulgated shall, in all respects, be consistent with the provisions of the Somerset Country Club Documents.

E. Captions, Headings and Titles. Article and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only, and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

F. Context. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Attorneys' Fees. Any provisions herein for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to attorneys' fees for the attorneys' services at all trial and appellate levels, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

H. Severability. If any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

I. Certain Rights of Declarant. Notwithstanding anything to the contrary herein contained, no improvements constructed by Declarant shall be subject to either the approval of the Sub-Association or the Architectural Review Committee. Furthermore, notwithstanding anything to the contrary contained in this Declaration, nothing herein contained shall, or shall be construed to, limit, abridge or in any way affect the rights of Declarant and its successors and assigns to use all portions of the Property in conjunction with, and as part of, its program of sale, leasing, construction and development of and within the Property including, without limitation, the right to use portions of the Property owned by Declarant or the Sub-Association to store construction materials, assemble construction components, park vehicles, transact business, maintain models and a sales office, place signs, employ sales personnel, and show Lots, without any cost to Declarant and its successors, nominees and assigns for such rights and privileges. Declarant and its successors, nominees, and assigns shall have the right to construct, maintain, and repair such structures or improvements including the carrying on of all activities appurtenant thereto or associated therewith as Declarant deems necessary or appropriate for the development of the Property. Declarant may, pursuant to its programs of construction, temporarily suspend or interrupt the use of Common Area. Further, the restrictions set forth in Article V of this Declaration shall not apply to Declarant or Declarant's designees, successors or assigns to the extent Article V conflicts with the rights of Declarant contained in this Paragraph I. The rights and privileges of Declarant as set forth in this Article XIV, Paragraph I, which are in addition to and are in no way a limit on any other rights or privileges of Declarant under any of the Somerset Country Club Documents, shall terminate upon Declarant's no longer owning any portion of the Property (including any real property undesignated as Common Area or a Lot), or upon such earlier date as Declarant shall notify the Sub-Association in writing of Declarant's voluntary election to relinquish the aforesaid rights and privileges. This paragraph may not be suspended, superseded, or modified

in any manner by any amendment to this Declaration unless such amendment is first consented to in writing by Declarant.

J. Disputes as to Use. If there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and the determination rendered with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property or any parts thereof in accordance with Paragraph J of this Article XIV shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Sub-Association.

K. Term, Amendment, Termination and Modification.

1. The covenants and restrictions of this Declaration shall run with the and bind the Property, and shall inure to the benefit of and shall be enforceable by the Declarant, the Sub-Association, any registered institutional mortgagee or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years, unless an instrument in writing, signed by at least two thirds (2/3) of the then Somerset Country Club Members, has been recorded within the year preceding the beginning of each successive period of ten years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

2. In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant shall have the right, until the termination of the Class B Control Period, in its sole discretion and by its sole act without the joinder or consent of any person or entity, unless provided otherwise herein, by an instrument filed of record, to modify, enlarge, amend, delete, waive or add to provisions of this Declaration; provided, however, that the Sub-Association shall, forthwith but not more than ten days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof.

3. Except as set forth in subparagraph 2 above, the process of amending or modifying this Declaration shall be as follows:

(a) Until the termination of the Class B Control Period, all amendments or modifications shall: (i) be first approved in writing and joined by Declarant which joinder and approval may be unreasonably withheld, or (ii) be made by Declarant without the joinder and consent of any person or entity.

(b) (i) by the vote of two-thirds of all Somerset Country Club Members, together with (ii) the approval or ratification of a majority of the Board. The aforementioned vote of the Somerset Country Club Members may be evidenced by an instrument of writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Sub-Association called and held in accordance with the Bylaws, evidenced by a certificate of the Secretary or an Assistant Secretary of the Sub-Association. Amendments for correction of scrivener's errors or other defects in this Declaration may be made by Declarant alone until the termination of the Class B Control Period, and thereafter by the Board alone without the need of consent of the Owners or any other Person.

(c) After the termination of the Class B Control Period, a true copy of any amendment to this Declaration shall be sent via certified mail by the Sub-Association to Declarant within five days of its adoption.

(d) Further, Declarant may, in its sole discretion, with the approval of no other Person, including without limitation any mortgagees, being required, amend this Declaration if necessary to do so for purposes of fulfilling the requirements of any governmental entity or quasi-governmental entity, including, but not limited to, the Federal National Mortgage Sub-Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), and the Federal Housing Administration (FHA). Nothing contained herein, however, shall require Declarant to make an amendment to this Declaration for any purpose whatsoever. For as long as there is a Class B membership, an amendment to this Declaration shall require the approval of HUD and/or HUD/VA. Declarant may, but need not, obtain the joinder of HUD and/or HUD/VA on any such amendment. So long as Declarant obtains the approval of HUD and/or HUD/VA, any such amendment shall be valid notwithstanding the fact that the approval was obtained after the recordation of the amendment.

4. Notwithstanding the other provisions of this Paragraph K, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant.

5. A true copy of any amendment to this Declaration shall be sent certified mail (herein called the "Mailing") by the Sub-Association to the Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice pursuant to Paragraph A above.

6. Supplements are not amendments and need only be executed as set forth in Article II hereof.

7. Notwithstanding anything else contained in this Declaration to the contrary or, specifically this subparagraph K, Declarant, without the consent or joinder of any entity, lender or person, shall have the unilateral right to terminate this Declaration by recording an instrument in the public records of Broward County which purports to terminate same. The effect of any such instrument shall be to terminate this Declaration entirely such that the state or condition of title to the Property immediately upon the recording of any such instrument shall be the same as it was immediately prior to the recording of this Declaration. It is the intention of the Declarant that it have this unilateral (without the consent or joinder of any person, entity, lender) right so that it may remove the covenants and restrictions created by this Declaration and thus restore title to the Property to the same condition as it existed prior to the recording of this Declaration. This right shall be effective from the date this Declaration is recorded until March 31, 2005.

L. Delegation and Enforcement. The Sub-Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to irrevocably delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board or community development district established pursuant to, Chapter 190, Florida Statutes, from time to time and whether or not related to Declarant. This right to delegate shall include the right of the Declarant to transfer for consideration any real property, Common Area, water management equipment, culverts, lift stations or pipes, easements, roads, sidewalks, equipment, improvements of any nature and description to any such community development district. This right of delegation shall include the right to assess the Owners (or Lots) for the costs and expenses of maintaining or improving any such improvements or real property.

M. Condemnation. The Sub-Association shall represent the Owners in any condemnation proceedings or in negotiation settlement and agreements with a condemning authority for acquisition of the Common Area or a part thereof by any condemning authority. If the Sub-Association receives any award or payment arising from any taking of Common Area or any improvements thereon as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Common Area and improvements thereon to the extent deemed advisable by the Sub-Association, and the remaining balance of such net proceeds, if any, shall be retained by the Sub-Association, and used as determined by the Sub-Association.

N. Approval of Sub-Association Lawsuits by Owners. Notwithstanding anything contained herein to the contrary, the Sub-Association shall be required to obtain the approval of three-fourths of all Owners prior to the payment or incurring of legal or other fees to Persons engaged by the Sub-Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (1) the collection of Assessments;
- (2) the collection of other charges which Owners are obligated to pay, pursuant to the Somerset Country Club Documents;
- (3) the enforcement of the restrictions contained in the Somerset Country Club Documents, including but not limited to those against tenants;
- (4) in an emergency, when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Common Area or to Owners; or
- (5) in any condemnation proceeding.

O. Non-Liability of Declarant. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any Person other than Declarant. ALL SOMERSET COUNTRY CLUB MEMBERS AGREE TO HOLD DECLARANT AND THE SUB-ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE SUB-ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER THE SUB-ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL SOMERSET COUNTRY CLUB MEMBERS, OWNERS AND OCCUPANTS OF ANY DWELLING UNIT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE SUB-ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ARCHITECTURAL REVIEW COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ARCHITECTURAL REVIEW COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH SOMERSET COUNTRY CLUB MEMBER, OWNER AND OCCUPANT OF ANY LOT,

AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE SUB-ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLING UNITS AND TO THE CONTENTS OF DWELLING UNITS AND FURTHER ACKNOWLEDGES THAT THE SUB-ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY, IF ANY.

P. Indemnification and Exculpation.

1. Indemnification.

(a) The Sub-Association shall defend, indemnify and hold Declarant, its directors, officers, agents and employees and the Sub-Association's directors, officers, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all claims, suits, actions, threatened actions, injury, loss, liability, damages, causes of action and expenses of any nature (including but not limited to any derivative action brought by the Sub-Association on behalf of any Owner) ("Indemnified Loss") which may be incurred by the Indemnified Parties in connection with or arising directly or indirectly from any personal injury, loss of life and/or damage or encroachment to property in, about or abutting the Common Area, the Lot, or the Property, or any part thereof, directly or indirectly from any act or omission of the Indemnified Parties. The Indemnification provided in this Section shall apply whether or not any Indemnified Party is acting in his capacity as Declarant, director, officer, or agent at the time any Indemnified Loss is incurred. Indemnified Losses pursuant to this Paragraph shall include, but not be limited to, all costs, attorneys' fees (including all appellate levels), expenses, and liabilities.

(b) The indemnification pursuant to this Paragraph shall include any and all expenses that any Indemnified Party incurs to enforce its rights pursuant to this Declaration, including pursuance of an order for specific enforcement of any of the provisions, conditions, covenants or restrictions contained herein.

2. Exculpation.

(a) The Sub-Association and all Owners agree that any liability of any person, corporation, partnership or other entity arising out of or in connection with this Declaration, the Lot, the Property or the Common Area shall be limited solely to the cost of correcting defects in work, equipment or components furnished that were warranted in specific written warranties given by Declarant to such Owners.

(b) No Person shall be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use, loss of capital, cost of substitute housing or equipment, facilities or services, or claims by third parties. Repairs or replacements shall not interrupt or prolong the term or any written warranty or extend the obligation of Declarant to replace or repair the property warranted.

(c) Any rights, privileges, or warranties contained herein shall not be

assigned or assignable but are personal between the original Owners, or the Sub-Association and Declarant.

(d) The Owners agree that there have been no oral or implied warranties by any Person affecting the Lot, the Property or the Common Area.

(e) A closing on any Lot shall supersede and render null and void any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, except for specific written warranties made by Declarant.

(f) Any claim against Declarant, its directors, officers, agents or employees, arising out of or in connection herewith, shall be decided in a non-jury trial.

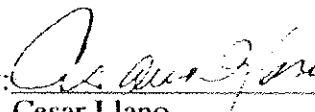
(g) The directors, officers, agents and employees of Declarant or the Sub-Association shall not be subject to personal liability of any nature arising or by reason of the construction, use or sale of the Lot, the Property or the Common Area. Each Owner by acceptance of a deed to any Lot waives, on behalf of such Owner and such Owner's family, tenants, guests and invitees, any claim or right that it may have against such Person and agrees that any and all claims for liability or loss arising by reason of this Declaration, or the construction, use or sale of the Lot, the Property or the Common Area shall be against Declarant only and shall be limited by and subject to the provisions of this Declaration.

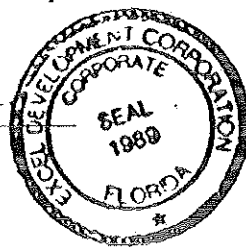
IN WITNESS WHEREOF, this Declaration has been signed by the Declarant and the Sub-Association, on the day and year first above written.


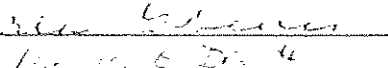
Signed, sealed and delivered
in the presence of:

DECLARANT:

EXCEL COUNTRY CLUB LIMITED
PARTNERSHIP, a Delaware limited partnership
By: EXCEL DEVELOPMENT
CORPORATION, a Florida corporation,
General Partner

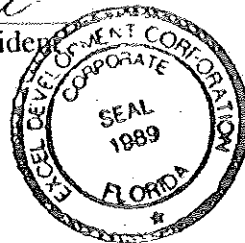
By: 
Cesar Llano,
Vice-President


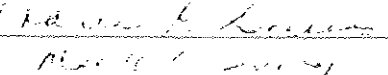


Name: 
Name: 

EXCEL YACHT CLUB LIMITED
PARTNERSHIP, a Delaware limited partnership
By: EXCEL DEVELOPMENT
CORPORATION, a Florida corporation,
General Partner

By: 
Cesar Llano, Vice-President



Name: 
Name: 

624997.60880

SUB-ASSOCIATION:

Somerset Country Club Homeowners
Association, Inc., a Florida corporation not
for profit

Name:

By: _____

Cesar Llano, President

Name:

18809760881

ARCHITECTURAL REVIEW COMMITTEE APPROVAL

Cesar Llano, as Chairman of the ARCHITECTURAL REVIEW COMMITTEE, hereby executes and joins in this Sub-Declaration of Restrictive Covenants, and by his execution below hereby acknowledges and declares that the ARCHITECTURAL REVIEW COMMITTEE has unanimously approved this Sub-Declaration along with all of the exhibits attached hereto:

ARCHITECTURAL REVIEW COMMITTEE

By: [Signature]
Name: Cesar Llano

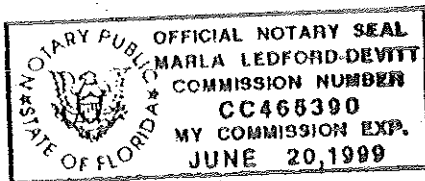
STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Cesar Llano, who is personally known to me, as Chairman of the ARCHITECTURAL REVIEW COMMITTEE, and he acknowledged executing the foregoing instrument on behalf of the ARCHITECTURAL REVIEW COMMITTEE for the purposes expressed therein.

WITNESS my hand and official seal in the county and state last aforesaid this 15th day of June, 1996.

My Commission Expires:

[Signature]
NOTARY PUBLIC
Marla Ledford-Devitt
Name of Notary Public [SEAL]



624997760882

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

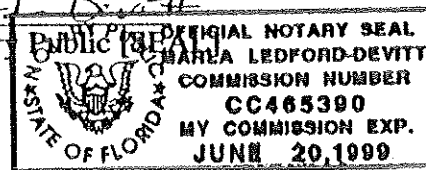
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Cesar Llano, who is personally known to me, as Vice-President of Excel Development Corporation, a Florida corporation, as the sole general partner of Excel Country Club Limited Partnership, a Delaware limited partnership, and he acknowledged executing the foregoing instrument on behalf of Excel Country Club Limited Partnership Limited Partnership for the purposes expressed therein.

WITNESS my hand and official seal in the county and state last aforesaid this 12th day of June, 1996.

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

Marla Ledford Devitt
NOTARY PUBLIC
Marla Ledford Devitt
Name of Notary



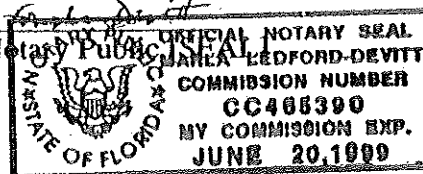
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Cesar Llano, who is personally known to me, as Vice-President of Excel Development Corporation, a Florida corporation, as the sole general partner of Excel Yacht Club Limited Partnership, a Delaware limited partnership, and he acknowledged executing the foregoing instrument on behalf of Excel Yacht Club Limited Partnership Limited Partnership for the purposes expressed therein.

WITNESS my hand and official seal in the county and state last aforesaid this 12th day of June, 1996.

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

Marla Ledford-Devitt
NOTARY PUBLIC
Marla Ledford Devitt
Name of Notary

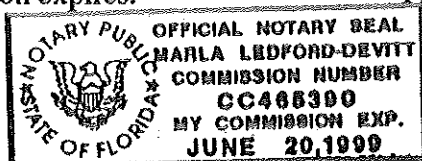


I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Cesar Llano, who is personally known to me, as President of Somerset Country Club Homeowners Association, Inc., a Florida corporation not for profit, and he acknowledged executing the foregoing instrument on behalf of said corporation for the purposes expressed therein.

WITNESS my hand and official seal in the county and state last aforesaid this 15th day of June, 1996.

My commission expires:

Marla Ledford-Devitt
NOTARY PUBLIC
Marla Ledford Devitt
Name of Notary Public [SEAL]



062499/1750005

JOINDER AND CONSENT OF MORTGAGEE

OHIO SAVINGS BANK, the owner and holder of those certain mortgages recorded in Official Records Book 22630, Page 0161, Official Records Book 22630, Page 220, and Official Records Book 22629, Page 0888, of the Public Records of Broward County, Florida which mortgages encumber portions of the real property described in the foregoing Sub-Declaration of Protective Covenants, Conditions and Regulations for Somerset Country Club does hereby consent to said instrument and acknowledges that the lien of its mortgages on said real property is subordinate to the provisions of said instrument and that said covenants shall survive any foreclosure of the mortgages and shall be binding upon all persons, and their successors in title claiming said real property; provided, however, that at no time before such foreclosure shall the foregoing Joinder (i) obligate the undersigned to perform the covenants contained in said instrument if any, (ii) impose any liability on the undersigned for any failure of any applicable party to perform such covenants, nor (iii) be deemed a limitation on the operation or effect of the mortgages except as specifically set forth in this Joinder.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officers, this 5th day of June, 1996.

OHIO SAVINGS BANK

Susan T. Delzani
Witness: SUSAN T. DELZANI

By: 1: 1 1 -
Steven S. Swartz, Vice President

Janet R. Fort
Witness: Janet R. Fort

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

The foregoing acknowledgement was acknowledged before me this 5th day of June, 1996, by Steven S. Swartz, Vice President of Ohio Savings Bank, on behalf of said corporation, he is personally known to me and he did not take an oath.

Susan T. Delzani
Notary Public - State of Ohio
Name of Notary SUSAN T. DELZANI
My Commission Expires 6-14-1998

SUSAN T. DELZANI, Notary Public
State of Ohio, Cuyahoga County
My Commission Expires June 14, 1998

062499/1660884

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of the real property located within the THE MIRAMAR PATIO HOMES PLAT, according to the plat thereof, recorded in Plat Book 159, Page 35, of the Public Records of Broward County, Florida

LESS AND EXCEPT:

Lots 1 through 40, inclusive, of Block 13, Lots 1 through 21, inclusive, of Block 14, Parcel B, and Parcel C, of THE MIRAMAR PATIO HOMES PLAT, according to the plat thereof, recorded in Plat Book 159, Page 35, of the Public Records of Broward County, Florida

2497000

EXHIBIT "B"

ARTICLES OF INCORPORATION

JK24997PGU88b

**ARTICLES OF INCORPORATION
OF
SOMERSET COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation:

**ARTICLE I
DEFINITIONS**

The words and phrases used in these Articles of Incorporation which are defined in the Declaration of Protective Covenants, Conditions and Restrictions for Somerset Country Club (the "Sub-Declaration") to which these Articles of Incorporation will be attached as an Exhibit, shall have the same meaning as such words and phrases have in the Sub-Declaration, unless the context provides otherwise. The terms defined in the Sub-Declaration are incorporated herein by reference.

**ARTICLE II
NAME**

The name of the corporation shall be SOMERSET COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which is hereinafter (in these Articles) referred to as the "Association."

**ARTICLE III
PURPOSES AND POWERS**

The objectives and purposes of the Association are to own, operate, manage, and administer those portions of real property, and to perform those objectives and purposes, as are authorized by the Sub-Declaration recorded (or to be recorded) in the Public Records of Broward County, Florida, and amendments filed in accordance therewith and as set forth in these Articles of Incorporation and the Bylaws of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Somerset Country Club Member or other Person.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into the powers and duties of the Association, except those which require specific approval of the Board of Directors or Somerset Country Club Members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the Bylaws or the Sub-Declaration. The Association shall also have all of the powers necessary to implement the purposes of the Association and to provide for the general health and welfare of its membership.

The Association is NOT a condominium association under Chapter 718, Florida Statutes.

ARTICLE IV MEMBERS AND VOTING RIGHTS

Section 1. Membership. Every Person who is a record Owner of a fee interest in any Lot which is or is at any time made subject to the Sub-Declaration shall be a Somerset Country Club Member of the Association, provided that any such Person who holds such interest merely as a security for the performance of an obligation shall not be a Member. Membership in the Association and transfer thereof shall be upon such terms and conditions as is provided for in the Sub-Declaration, Bylaws or these Articles.

Section 2. Classes of Membership. The Association shall have two (2) classes of voting Somerset Country Club Members:

(a) Class A. The Class A Members shall consist of all Owners of Lots subject to the Sub-Declaration, except the Class B Member.

(b) Class B. The Class B Member is the Declarant.

Section 3. Votes per Lot. Class A Members shall be entitled to one membership interest and one vote for each Lot owned; provided, however, when more than one Person holds title to a Lot, all such Persons shall be Somerset Country Club Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. The Class B Member shall be entitled to five times the total number of votes held by all Class A Members.

Section 4. Conversion of Class B Membership Interests. Class B membership shall cease and be deemed converted to Class A memberships upon the happening of one of the following, whichever first occurs (termination of the "Class B Control Period"):

(a) the earlier of (i) immediately after 75 percent of all the Lots indicated on the Site Plan, as same may be amended from time to time, have been conveyed by Declarant to Lot Owners other than Declarant or (ii) March 31, 2005, or

(b) At such earlier date as Declarant shall determine in its sole discretion.

Notwithstanding anything provided herein, the Class B membership shall exist until termination of the Class B Control Period even though Declarant may not own any Lots. By way of example only and not by way of limitation, Declarant transfers or conveys its interest or title in and to any lots which it may own and, contemporaneously thereto, assigns all of Declarant's rights to another person and/or entity.

Section 5. Multiple Ownership.

(a) If there is more than one Somerset Country Club Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one Person, such Somerset Country Club Members collectively shall be entitled to only one vote. The vote of the Owners of a Lot owned by more than one Person shall be cast by the person ("Voting Member") named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered.

(b) Notwithstanding the provisions of Section 5(a) above, whenever any Lot is owned by a husband and wife, they may, but shall not be required to, designate a Voting Member. If a proxy or certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

(1) When both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. If they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(2) When only one spouse is present at a meeting, the spouse present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Somerset Country Club Member shall not be considered.

(c) When neither spouse is present, the person designated in a proxy or certificate signed by either spouse may cast the vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Voting Member by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Voting Member by the other spouse, the vote of said Somerset Country Club Member shall not be considered.

Section 6. Meetings of Somerset Country Club Members. The Bylaws of the Association shall provide for an annual meeting of Somerset Country Club Members, make provision for regular and special meetings of Somerset Country Club Members other than the annual meeting and set the quorum requirements for meetings of the Somerset Country Club Members. Business of any nature whatsoever may be conducted at any special or annual meeting including, but not limited to, the election of directors.

Section 7. No Transfer or Hypothecation. No Somerset Country Club Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

Section 8. Loss of Membership. Any Somerset Country Club Member who conveys or loses title to a Lot by sale, gift, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Somerset Country Club Member with respect to such Lot and shall lose all rights and privileges of a Somerset Country Club Member resulting from ownership of such Lot.

ARTICLE V **CORPORATE EXISTENCE**

The Association shall have perpetual existence.

ARTICLE VI **BOARD OF DIRECTORS**

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three persons and no more than seven persons. The number of Directors if in excess of three persons shall be determined by the membership. A majority of the Directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of Directors.

Section 2. Board of Directors. The names and addresses of the Board of Directors of the Association, who shall hold office until the first annual meeting of Somerset Country Club Members (which first annual meeting of the Somerset Country Club Members shall not occur until 1997) and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
Cesar Llano	6262 Bird Road, Suite 3I Miami, Florida 33155
Patricia Urbanowski	6262 Bird Road, Suite 3I Miami, Florida 33155
Dirk Neumann	6262 Bird Road, Suite 3I Miami, Florida 33155

Section 3. Election of Somerset Country Club Members of Board of Directors. Except for the the above referenced Board of Directors, Directors shall be elected by the Somerset Country Club Members of the Association at the annual meeting of the membership as provided in the Bylaws of the Association (or at a special meeting called as required in the Bylaws), and the Bylaws may provide for the method of voting in the election and for removal from office of Directors. All Directors and officers (other than the above referenced Directors who may be re-elected from time to time) shall be Somerset Country Club Members or shall be authorized representatives, officers or employees of Declarant. The election of Directors shall be by voting as provided in accordance with the Bylaws. All persons nominated for membership by Declarant, or its Voting Members to the Board of Directors, shall be deemed to be an authorized representative, officer or employee of Declarant. During the Class B Control Period, no Director need be a Somerset Country Club Member.

Section 4. Duration of Office. Persons elected to the Board of Directors shall hold office until the next succeeding annual meeting of Somerset Country Club Members (or special meeting where the election of Directors is the subject of said meeting) and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a Director elected by the general-membership shall for any reason cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

Section 6. Compensation. Directors and officers, as such, shall receive no compensation for their services.

Section 7. Release of Certain Directors and Officers. Upon the resignation of a Director who was on the above referenced Board of Directors, or a Director elected during such period of time that Declarant holds a majority of the votes of the Association, or upon the resignation of an Officer who was one of the original Officers as designated in these Articles, or an officer of the Association elected during such period of time that Declarant holds a majority of the votes of the Association, such resignation shall operate to and shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions which the Association or Somerset Country Club Members had, now have or hereafter have or which any personal representative, successor, heir or assign of

the Association or Somerset Country Club Members hereafter can, shall or may have against said Officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE VII **OFFICERS**

Section 1. Officers. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect. One person may not hold more than one office, except for the offices of Secretary and Treasurer and Assistant Secretary and Assistant Treasurer. During the Class B Control Period no officer need be a Somerset Country Club Member. After the Class B Control Period, any officer that is not a Somerset Country Club Member shall remain in office until a replacement officer is elected. Notwithstanding the foregoing, the officers shall serve at the pleasure of the Board of Directors and may be replaced at any time and for any or no reason at any meeting of the Board of Directors (whether annual or special.) In order to effect any such replacement of officers, no resignation from such officer shall be necessary.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one year and thereafter until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President and Vice President shall be Directors; other officers may or may not be Directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, any Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may appoint an individual to fill such vacancy until the next election of Directors.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until their successors are duly elected and have taken office, shall be as follows:

<u>Name:</u>	<u>Address:</u>	<u>Office:</u>
Cesar Llano	6262 Bird Road, Suite 3I Miami, Florida 33155	President
Patricia Urbanowski	6262 Bird Road, Suite 3I Miami, Florida 33155	Vice-President/ Secretary
Dirk Newman	6262 Bird Road, Suite 3I Miami, Florida 33155	Treasurer

ARTICLE VIII **Bylaws**

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation. Such Bylaws may be altered, amended or repealed by the membership in the manner set forth in the Bylaws.

ARTICLE IX AMENDMENTS

Section 1. Manner of Amendment. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted for approval by at least two thirds (2/3) of the Lot Owners at a meeting of the membership of the Association, provided that no amendment shall be effective which would affect the rights of the Class B Member without the approval of the Class B Member, and no amendment shall be effective which will adversely affect the rights of any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee. No amendment shall be made to these Articles of Incorporation which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Sub-Declaration. Any amendment to these Articles shall be filed with the Secretary of State of the State of Florida, and a certified copy of such amendment from the Secretary of State shall be recorded in the Public Records of the County.

Section 2. Conflict. In case of any conflict between these Articles of Incorporation and the Bylaws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Sub-Declaration, the Sub-Declaration shall control.

Section 3. HUD/VA. For so long as there is a Class B membership, amendment to these Articles, mergers, dissolution, consolidations and mortgaging of the common areas shall require the approval of HUD and/or HUD/VA. Annexation of additional properties shall be governed by the Sub-Declaration.

ARTICLE X INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation is:

Name

Address

Ignacio G. Zulueta

Ignacio G. Zulueta, P.A.
6255 Bird Road
Miami, Florida 33155

ARTICLE XI INDEMNIFICATION

Section 1. Indemnity. The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, or suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, incorporator, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such

expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Expenses. To the extent that a Director, officer, incorporator, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees, appellate attorneys' fees and court costs) reasonably incurred by him in connection therewith.

Section 3. Approval. Any indemnification under Section 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, incorporator, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by a majority of the Somerset Country Club Members.

Section 4. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, incorporator, employee or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 5. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Somerset Country Club Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a Director, officer, incorporator, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 6. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The registered office of this corporation shall be at 6255 Bird Road, Miami, Florida 33131, with the privilege of having its office and branch offices at other places within or without the State of Florida. The registered agent shall be IGNACIO G. ZULUETA, whose address, for purposes

of receiving service of process, is c/o Ignacio G. Zulueta, P.A., 6255 Bird Road, Miami, Florida 33155.

ARTICLE XIII **DISSOLUTION**

The Association may be dissolved, consistent with the applicable provisions of Florida Statutes, upon petition having the assent given in writing and signed by not less than three-fourths of each class of Somerset Country Club Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes. Article IX herein also governs issues concerning mergers, consolidations and dissolution.

ARTICLE XIV **NO STOCK OR DIVIDENDS**

There shall be no dividends to any of the Somerset Country Club Members. This Association shall not issue shares of stock of any kind or nature whatsoever.

Somerset Country Club Homeowners
Association, Inc., a Florida not-for-profit
corporation,

By: Cesar Llano
Cesar Llano, President

ATTEST:

Patricia Urbanowski
Patricia Urbanowski, Secretary

UK24997160894

EXHIBIT "C"

COMMON AREA

Tract L-1, Tract L-2, Tract L-3, Tract L-4, Tract L-5, Tract L-6, Parcel A, as described in THE MIRAMAR PATIO HOMES PLAT, according to the plat thereof, recorded in Plat Book 159, Page 35, of the Public Records of Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

OK 24997 PG 0895