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MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
07/07/2005 12:16:48 PM
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This instrument prepared by)
AND should be returned to:)
)
Elizabeth A. Lanham-Patrie, Esq.)
Taylor & Carls, P.A.)
850 Concourse Parkway South)
Suite 105)
Maitland, FL 32751)

*file
document*

**CERTIFICATE OF FIFTEENTH AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
PEMBROOKE
BY AMENDING THE BYLAWS OF
PEMBROOKE HOMEOWNERS ASSOCIATION, INC.**

THIS IS TO CERTIFY that the following language amending Article III, Section 1 of the Bylaws of Pembroke Homeowners Association, Inc., constitutes the Fifteenth Amendment to the Declaration of Covenants and Restrictions Pembroke by amending Exhibit "B" the Bylaws of Pembroke Homeowners Association, Inc., as originally recorded in the Official Records Book 4001, Page 1809, of the Public Records of Orange County, Florida, and as amended in the Official Records Book 6476, Page 4237 (hereinafter collectively referred to as the "Bylaws"). This amendment was duly and properly adopted by not less than a majority of a quorum (10%) of all members, present and in person, or by proxy.

The original "Declaration of Covenants and Restrictions Pembroke" is recorded in Official Records Book 4001, Page 1789, of the Public Records of Orange County, Florida, and has previously been amended at Official Records Book 4007, Page 791; Official Records Book 4051, Page 3120; Official Records Book 4073, Page 1105; Official Records Book 4376, Page 94; Official Records Book 4520, Page 2863; Official Records Book 4938, Page 3989; Official Records Book 5045, Page 1465; Official Records Book 5272, Page 4488; and Official Records Book 5486, Page 2564; Official Records Book 6056, Page 1267; Official Records Book 6476, Page 4237; Official Records Book 6629, Page 6269; Official Records Book 7265, Page 3088 all of the Public Records of Orange County, Florida.

Article III, Section 1 of the Bylaws is hereby amended as follows:

SECTION 1. Annual Meetings. The first Annual Meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and ~~each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the Annual Meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.~~ **Thereafter, the regular Annual Meetings shall be held each year in January on a date and at a time set by the Board.**

EXECUTED at Orlando (city), Orange County, Florida on this 1st day of March, 2005.

Signed, sealed and delivered
in the presence of:

Nancy Nordgren Sully
Signature of Witness
Nancy Nordgren Sully
Print Name
WOLFGANG FLOCH
Signature of Witness
WOLFGANG FLOCH
Print Name

Oscar Ruiz
Signature of Witness
Oscar Ruiz
Print Name

Oscar Ruiz
Signature of Witness
Oscar Ruiz
Print Name

PEMBROOKE HOMEOWNERS ASSOCIATION, INC.

By: Alfred Delio
President
Print Name: Alfred Delio
Address: 2608 Ransley
Orlando, FL

Attest: John A. Anderson
Secretary
Print Name: John A. Anderson
Address: 2610 Tilton Court

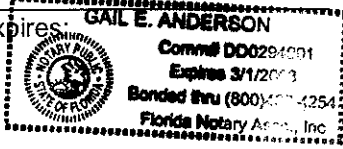
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 1st day of March, 2005, by John A. Anderson and Alfred Delio who ☒ are personally known to me to be the President and Secretary, respectively, of PEMBROOKE HOMEOWNERS ASSOCIATION, INC., or ☐ have produced _____ (type of identification) as identification. They acknowledge executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 1st day of March, 2005.

Gail Anderson
Notary Public-State of Florida
Print Name: GAIL ANDERSON
Commission No.: _____
My Commission Expires: _____



This instrument prepared by and
should be returned to:

Robert L. Taylor, Esquire
TAYLOR & CARLS, P.A.
850 Concourse Parkway South
Suite 105
Maitland, Florida 32751
(407) 660-1040

**CERTIFICATE OF FOURTEENTH AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
PEMBROOKE**

THIS IS TO CERTIFY that the following language amending Article IV, Section 3 and Article VII, Section 8 constitutes the Fourteenth Amendment to the "Declaration of Covenants and Restrictions Pembroke" which was duly and properly adopted pursuant to the provisions of Article VII, Section 8 of the Declaration, by at least a two-thirds vote of the Board of Directors on October 7 2003, to wit:

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

SECTION 3. Maximum Annual Assessments.

- c. Special Assessments for Capital Improvements and Insufficient Operating Funds. In addition to the Annual Assessments, the Association may levy year a Special Assessment. Said assessment shall not require the vote of the members and shall be levied by the Association for the purposes set forth in Article IV, Section 2, provided that any such assessment must first be approved by a majority of the members of the Association. through a majority vote of the Board of Directors. In no event shall any amendment be made to this provision without one hundred percent (100%) membership approval.

**ARTICLE VII
GENERAL PROVISIONS**

- SECTION 8. Amendments.** Except as otherwise provided herein, (e.g. Article IV, Section 3), ~~This~~ Declaration of Covenants and Restrictions may be amended by two-thirds (2/3) vote of the Board of Directors of the Association or at any time by the then Owners of at least seventy-five percent (75%) of the Lots by executing a written instrument affecting said changes and recording said instrument upon the Public Records of Orange County, Florida, ~~provided, however, in no event shall any amendment be made to this Declaration without the prior written consent of Developer during such time as Developer shall continue to own any Lot in~~ PEMBROOKE.

The original "Declaration of Covenants and Restrictions Pembroke" is recorded in Official Records Book 4001, Page 1789, of the Public Records of Orange County, Florida, and has previously been amended at Official Records Book 4007, Page 791; Official Records Book 4051, Page 3120; Official Records Book 4073, Page 1105; Official Records Book 4376, Page 94; Official Records Book 4520, Page 2863; Official Records Book 4938, Page 3989; Official Records Book 5045, Page 1465; Official Records Book 5272, Page 4488; Official Records Book 5486, Page 2564; Official Records Book 6056, Page 1267; Official Records Book 6476, Page 4237; Official Records Book 6629, Page 6269, all of the Public Records of Orange County, Florida.

Executed at Orlando, Orange County, Florida, on this the 3rd day of Dec., 2003.

Signed, sealed and delivered
in the presence of:

PEMBROOKE HOMEOWNERS ASSOCIATION, INC.

Monique Harrial
Signature of Witness
Monique Harrial
Print Name
Markisha Dunlap
Signature of Witness
Markisha Dunlap
Print Name

X By: Alfred Delio
President
Print Name: Alfred Delio
Address: 2668 Rangelley
Orlando, FL

Monique Harrial
Signature of Witness
Monique Harrial
Print Name
Markisha Dunlap
Signature of Witness
Markisha Dunlap
Print Name

X Attest: Julie Greenthal
Secretary
X Print Name: Julie Greenthal
Address: 2668 Rangelley Ct

(CORPORATE SEAL)

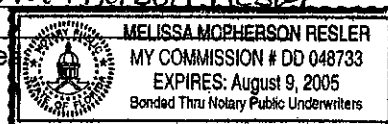
STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this 3rd day of Dec, 2003, by _____ and _____ who ☒ are personally known to me to be the President and Secretary, respectively, of **PEMBROOKE HOMEOWNERS ASSOCIATION, INC.**, or ☐ have produced _____

(type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 3rd day of December, 2003.

Melissa McPherson Resler
Notary Public-State of Florida
Print Name: Melissa McPherson Resler
Commission No.: _____
My Commission Expires _____



ARTICLES OF INCORPORATION
OF
PEMBROOKE HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME

The name of this corporation shall be PEMBROOKE HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association". The principal office of the Association shall be located at Suite C, 1160 S. Semoran Blvd., Orlando, Florida 32807.

ARTICLE II

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members hereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and control of the retention, drainage, landscape, entrance, wall and wall easements, and recreation facilities all of which are collectively sometimes referred to as the "Greenbelt Areas", and to provide for architectural control of the residential lots within that certain tract of property described as:

PEMBROOKE, according to the plat thereof as recorded in Plat Book _____, Pages, _____, _____, and _____, Public Records of Orange County, Florida.

and to promote the health, safety, and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the

Clerk of the Circuit Court, Orange County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length:

(b) fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the term of the Declaration; to pay all expenses incident to the conduct of the business of the Association, including all license, taxes, or governmental charges levied or imposed against the property of the Association;

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

(d) participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area;

(e) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenant of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE IV

MANAGEMENT AND TIME OF ELECTION

(a) The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than Three (3) nor more than Seven (7) Directors.

(b) Directors shall be elected by the voting members in accordance with the Bylaws at the regular Annual Meeting of the membership of the corporation. Directors shall be elected to serve for a term of One (1) year or until their successors have been duly elected in accordance with the Bylaws of the corporation. In the event of a vacancy, the elected Directors may appoint an additional Director to serve the balance of said year.

(c) All officers shall be appointed by the Board of Directors in accordance with the Bylaws at the regular Annual Meeting of the Board of Directors to be held immediately following the Annual Meeting of the membership. The Board of Directors shall elect from among the members, a President, Vice President, Secretary, Treasurer, and such other officers as it shall deem desirable.

ARTICLE V

NAMES OF OFFICERS

The names of the Officers who shall serve until the first election are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	BETTY JEAN BLACK	Suite C 1160 S. Semoran Blvd. Orlando, FL 32807
Vice President	JOHN PERRY	Suite C 1160 S. Semoran Blvd. Orlando, FL 32807
Secretary/ Treasurer	MICHAEL J. SHILTS	Suite C 1160 S. Semoran Blvd. Orlando, FL 32807

ARTICLE VI

BOARD OF DIRECTORS

The following three (3) persons shall constitute the first Board of Directors:

<u>NAME</u>	<u>ADDRESS</u>
BETTY JEAN BLACK	Suite C 1160 S. Semoran Blvd. Orlando, FL 32807
JOHN PERRY	Suite C 1160 S. Semoran Blvd. Orlando, FL 32807
MICHAEL J. SHILTS	Suite C 1160 S. Semoran Blvd. Orlando, FL 32807

ARTICLE VII

BYLAWS

Bylaws for the Corporation shall be initially adopted by the first Board of Directors set out in Article VI above of the Corporation; during the first (1st) year of existence of the Corporation, the Board of Directors shall have the power and authority to alter and amend the Bylaws by a majority vote of such Board, thereafter, the Bylaws of this Corporation may be altered, amended, added to, or rescinded by a majority vote of a quorum of members as defined in the Bylaws present in person or by proxy, except that the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner or the Veterans Administration, shall have the right to veto any amendments while Developer owns Seventy Five Percent (75%) of the Lots in the subdivision.

ARTICLE VIII

AMENDMENT TO ARTICLES OF INCORPORATION

The Articles of Incorporation may be amended by a majority vote of the members of the first (1st) Board of Directors of the corporation during the first (1st) year of existence of the Corporation. Thereafter, the Articles of Incorporation may only be amended by resolution adopted by a majority of the Board of

Directors and approved by vote of members of the Association having not less than Seventy-Five Percent (75%) of the total membership vote of this Association.

ARTICLE IX

CORPORATE EXISTENCE

This Corporation shall exist perpetually.

ARTICLE X

REGISTERED AGENT

Kenneth F. Oswald, Attorney at Law, Suite 110, 600 Courtland Street, Orlando, Florida, 32804, is hereby appointed the initial Registered Agent of this Association.

ARTICLE XI

SUBSCRIPTION

The name and address of the subscribers hereto are as follows:

<u>NAME</u>	<u>ADDRESS</u>
BETTY JEAN BLACK	Suite C 1160 S. Semoran Blvd. Orlando, FL 32807
JOHN PERRY	Suite C 1160 S. Semoran Blvd. Orlando, FL 32807
MICHAEL J. SHILTS	Suite C 1160 S. Semoran Blvd. Orlando, FL 32807

ARTICLE XII

FHA/VA APPROVAL

As long as the Developer owns Seventy Five Percent (75%) or more of the Lots in the Subdivision, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers, and consolidations, mortgaging of the Greenbelt Areas, dissolution, and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the Incorporators of this Association, have executed these Articles of Incorporation this _____ day of _____, 1988.

BETTY JEAN BLACK

JOHN PERRY

MICHAEL J. SHILTS

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized to administer oaths, personally appeared BETTY JEAN BLACK, JOHN PERRY and MICHAEL J. SHILTS, known to me to be the persons named in the foregoing instrument, and they acknowledged before me executing the same.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 1988.

Notary Public
My Commission Expires:

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

KENNETH F. OSWALD
REGISTERED AGENT

This instrument prepared by and
should be returned to:

Robert L. Taylor, Esquire
TAYLOR & CARLS, P.A.
850 Concourse Parkway South
Suite 105
Maitland, Florida 32751
(407) 660-1040



DR Bk 6629 Pg 6269
Orange Co FL 2002-0479359
10/01/2002 02:16:19pm
Rec 28.50

**CERTIFICATE OF THIRTEENTH AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
PEMBROOKE**

THIS IS TO CERTIFY that attached as Exhibit "A" is a true and correct copy of the **Thirteenth Amendment** to the "Declaration of Covenants and Restrictions Pembroke" which were duly and properly adopted pursuant to the provisions of Article VII, Section 8 of the Declaration, by at least a two-thirds vote of the Board of Directors on 8/6 2002. The original "Declaration of Covenants and Restrictions Pembroke" is recorded in Official Records Book 4001, Page 1789, of the Public Records of Orange County, Florida, and has previously been amended at Official Records Book 4007, Page 791; Official Records Book 4051, Page 3120; Official Records Book 4073, Page 1105; Official Records Book 4376, Page 94; Official Records Book 4520, Page 2863; Official Records Book 4938, Page 3989; Official Records Book 5045, Page 1465; Official Records Book 5272, Page 4488; Official Records Book 5486, Page 2564; Official Records Book 6056, Page 1267; Official Records Book 6476, Page 4237, all of the Public Records of Orange County, Florida.

Executed at 2435 S. Hiawassa Rd., Orange County, Florida, on this the 3rd day of September, 2002.

Signed, sealed and delivered
in the presence of:

Louise D. Robinson
Signature of Witness
Louise D. Robinson
Print Name

MARIBETH MORELAND
Signature of Witness
MARIBETH MORELAND
Print Name

PEMBROOKE HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Print Name: VICTOR BAHAMONDE
President
Address: 2916 BARRYMORE COURT
ORLANDO, FLORIDA 32835

Attest: [Signature]
Print Name: Alfred Delio
Secretary
Address: 2668 Keweenaw
Orlando, FL

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Orange

DR Bk 6629 Pg 6270
Orange Co FL 2002-0479359

THE FOREGOING INSTRUMENT was acknowledged before me this 3rd day of September, 2002, by Victor Bahamonde and Alfred Delio who ☒ are personally known to me to be the President and Secretary, respectively, of **PEMBROOKE HOMEOWNERS ASSOCIATION, INC.**, or ☐ have produced _____

(type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 3rd day of September, 2002.

Angelina M. Tucker
Notary Public-State of Florida
Print Name: Angelina M. Tucker
Commission No.: _____
My Commission Expires: _____

Pem001 cer13





- IV. Section 8(a), "Fences" of Article VI "RESTRICTIVE COVENANTS" is hereby amended to read as follows:

ARTICLE VI
RESTRICTIVE COVENANTS

* * *

a. Except as provided in subparagraph d below, fences shall not exceed six (6) feet in height and shall be made of a wood, metal, ~~or masonry, or vinyl~~ material of a style and type approved by the ARB. Posts on ~~stockade type~~ fences must be installed to the inside of the Lot and hidden from public view. **Vinyl fences can be white or black.** Wood fences are to be left their natural color or may be painted white. **Wood fences must be constructed of a pressure treated type wood to prevent termite infestation and water damage.** Approved metal fences must be painted white, **black** or a brown ~~anodized~~ color. Approved brick masonry fences may not be painted, all other approved masonry fences must be painted white. All fences must be properly maintained and, if painted, must be repainted periodically to maintain a good appearance. Notwithstanding the above, no chain link fences will be permitted.

Pem001 amn13

This instrument prepared by)
AND should be returned to:)
)
Elizabeth A. Lanham-Patrie, Esq.)
Taylor & Carls, P.A.)
850 Concourse Parkway South)
Suite 105)
Maitland, FL 32751)

**CERTIFICATE OF TWELFTH AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS PEMBROOKE BY AMENDING THE BYLAWS OF
PEMBROOKE HOMEOWNERS ASSOCIATION, INC.**

THIS IS TO CERTIFY that attached as Exhibit "A" is a true and correct copy of the Twelfth Amendment to the Declaration of Covenants and Restrictions Pembroke by amending Exhibit "B" the Bylaws of Pembroke Homeowners Association, Inc. ("Bylaws"), as originally recorded in the Official Records Book 4001, Page 1809, of the Public Records of Orange County, Florida. This amendment was duly and properly adopted by not less than a majority of a quorum (30%) of all members, present and in person, or by proxy on January, 17, 2002. The original "Declaration of Covenants and Restrictions Pembroke" is recorded in Official Records Book 4001, Page 1789, of the Public Records of Orange County, Florida, and has previously been amended at Official Records Book 4007, Page 791; Official Records Book 4051, Page 3120; Official Records Book 4073, Page 1105; Official Records Book 4376, Page 94; Official Records Book 4520, Page 2863; Official Records Book 4938, Page 3989; Official Records Book 5045, Page 1465; Official Records Book 5272, Page 4488; and Official Records Book 5486, Page 2564; Official Records Book 6056, Page 1269; Official Records Book 6056, Page 1274, all of the Public Records of Orange County, Florida.

EXECUTED at _____, Orange County, Florida on this 5th day of February, 2002.

WITNESSES:

Anna M. Connor
Print Name: ANNA M. CONNOR

Victor B. Bahamonde
Print Name: VICTOR BAHAMONDE

Anna M. Connor
Print Name: ANNA M. CONNOR
Victor B. Bahamonde
Print Name: V. CTOR BAHAMONDE

Pembroke Homeowners Association, Inc.

By: Patrick J. Merlet
Print Name: Patrick J. Merlet, as President
Address: 2904 Langley Park CT, Orlando, FL 32835

Attest: Alfred Delio
Print Name: Alfred Delio, as Secretary
Address: 2668 Berselay rd
Orlando, FL 32835

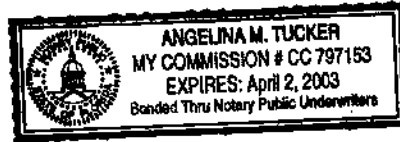
STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING Certificate of Amendment was acknowledged before me this 5th day

of Feb., 2002, by Patrick J. Merlet, as President and Alfred Delio, as Secretary, respectively,
of the corporation named above who is personally known to me or produced
as identification.

Angelina Tucker
(Signature of Notary)

Angelina Tucker
(Print Name of Notary)



Pem001 cer12



OR Bk 6476 Pg 4238
Orange Co FL 2002-0123619

EXHIBIT "A"

TWELFTH AMENDMENT TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS PEMBROOKE BY AMENDING THE

BYLAWS

OF

PEMBROOKE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Bylaws of Pembroke Homeowners Association, Inc. ("Bylaws") were recorded as Exhibit "B" to the Declaration of Covenants and Restrictions Pembroke at OR Book 4001, Pages 1809.

NOW, THEREFORE, the Association hereby amends the Bylaws as follows:

1. The Bylaws shall now be titled:

"BYLAWS
OF
PEMBROOKE¹ HOMEOWNERS ASSOCIATION, INC."

2. Existing Article II, "Definitions", Section 1 is hereby amended to read as follows:

ARTICLE II

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Pembroke ~~Park~~
Homeowners Association, Inc., its successors and assigns.

3. Existing Article III, "Meeting of Members", Section 4, "Quorum", is hereby amended to read as follows:

ARTICLE III

MEETING OF MEMBERS

* * *

SECTION 4. Quorum. The presence at the meeting of members entitled to cast, or proxies entitled to cast, ~~thirty percent (30%)~~ **ten percent (10%)** of the votes of each Class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or

¹Additions to text are indicated by **bold underline**; deletions ~~strikeout~~.

these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.



OR Bk **6476** Pg **4240**
Orange Co FL **2002-0123619**
Recorded - Martha O. Haynie

This instrument prepared by and
should be returned to:

Orange Co FL 2000-0319634
08012000 08:57:20am
OR BK 6056 Pg 1267
Rec 51.00

Colleen A. Braden, Esquire
TAYLOR & CARLS, P.A.
1900 Summit Tower Boulevard
Suite 820
Orlando, Florida 32810
(407) 660-1040

**CERTIFICATE OF TENTH AND ELEVENTH AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
PEMBROOKE**

THIS IS TO CERTIFY that attached as Exhibits "A" and "B" are true and correct copies of the Tenth Amendment and Eleventh Amendment to the "Declaration of Covenants and Restrictions Pembroke" which were duly and properly adopted pursuant to the provisions of Article VII, Section 8 of the Declaration, by at least a two-thirds vote of the Board of Directors on June 22, 1999 and May 25, 2000, respectively. The original "Declaration of Covenants and Restrictions Pembroke" is recorded in Official Records Book 4001, Page 1789, of the Public Records of Orange County, Florida, and has previously been amended at Official Records Book 4007, Page 791; Official Records Book 4051, Page 3120; Official Records Book 4073, Page 1105; Official Records Book 4376, Page 94; Official Records Book 4520, Page 2863; Official Records Book 4938, Page 3989; Official Records Book 5045, Page 1465; Official Records Book 5272, Page 4488; and Official Records Book 5486, Page 2564, all of the Public Records of Orange County, Florida.

Executed at ORLANDO, Orange County, Florida, on this the
22 day of JUNE, 2000.

Signed, sealed and delivered
in the presence of:

Signature of Witness

Print Name

Signature of Witness

Print Name

PEMBROOKE HOMEOWNERS ASSOCIATION, INC.

By:

Print Name:

President

Address:

Attest:

Print Name:

Secretary

Address:

(CORPORATE SEAL)

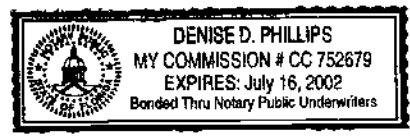
STATE OF FLORIDA ORANGE
COUNTY OF ~~SEMANORE~~

THE FOREGOING INSTRUMENT was acknowledged before me this 22nd day of June, 2000, by TRICIA LEWIS and GAILIE GRUNTHAL who ☒ are personally known to me to be the President and Secretary, respectively, of **PEMBROOKE HOMEOWNERS ASSOCIATION, INC.**, or ☐ have produced _____

(type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 22nd day of June, 2000.

Denise D Phillips
Notary Public-State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____



Pem001 cer1011
5/24/00 a: CAB/kl

EXHIBIT "A"
TENTH AMENDMENT
STANDARDS FOR EXTERIOR ANTENNAS

AT
PEMBROOKE

OR Bk 6056 Pg 1269
Orange Co FL 2000-0319634

WHEREAS, the Federal Government adopted the Telecommunications Act of 1996 (the "Act"), and

WHEREAS, in Section 207 of the Act, the Federal Communications Commission (FCC) was directed to promulgate a rule that would allow specific exterior antennas to be erected on private property, and

WHEREAS, the FCC has adopted a rule, which rule is designated as Section 1.4000 (Section 1.4000) and is attached hereto as Exhibit "A", and

WHEREAS, Section 1.4000 provides that certain exterior antennas must be allowed, but further provides that Community Associations may adopt certain reasonable restrictions regulating the same, and

WHEREAS, as part of its rule making process the FCC has released three (3) Reports, Opinions and Orders (Order) in which it discusses Section 1.4000 and pronounces general standards to be followed in the adoption and enforcement of Community Association restrictions, and

WHEREAS, the Declaration of Covenants and Restrictions for Pembroke (hereinafter "Declaration") which is recorded at Official Records Book 4001, Page 1789, Public Records of Orange County, Florida, as amended at Official Records Book 5272, Page 4488, contains Article VI, Section 16, relating to Satellite Dishes, and

WHEREAS, the Board has now determined that Section 16 should be amended to address all antennas, including those antennas that are permitted by Section 1.4000, and

WHEREAS, the Board of Director of the Association has the power to adopt a new Section 16 relating to exterior antennas and has determined that it is in the best interest of its members to do so.

NOW THEREFORE, the Association hereby amends Article VI, Section 16 of the Declaration to provide the following architectural standards for the installation of exterior antennas at Pembroke:

SECTION 16. Exterior Antennas

1. PROPERTY THAT IS EFFECTED BY THIS RESTRICTION:

This restriction shall apply to all property that is under the jurisdiction of the PEMBROOKE HOMEOWNERS ASSOCIATION, INC.

2. PROHIBITED ANTENNAS:

PL 91-604, Encl. 27, Ch.
Orlando, Co. FL 2000-0319634

Except as provided below, all exterior antennas are prohibited.

3. PERMITTED ANTENNAS:

Pursuant to the directives of attached Section 1.4000, the following exterior antennas (hereinafter referred to as "Permitted Antenna") may now be installed, maintained and used in Pembroke, as long as the same are installed, maintained and used in conformance with the restrictions outlined below:

A. Small Satellite Dish Antenna (DBS ANTENNAS):

"Dish" Antennas that are designed to receive direct broadcast satellite service, including direct-to-home satellite service, that are one meter (39") or less in diameter, (hereinafter "DBS Antennas") Examples of this type of antenna are the eighteen (18) inch dish antennas that are aimed at a stationary satellite and receive signals directly from that satellite.

B. Small "Wireless Cable" Antennas (MMDS/WIRELESS CABLE ANTENNAS):

Antennas that are designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that are one meter (39") or less in diameter or diagonal measurement (hereinafter "MMDS/wireless cable" antennas). An example of this type of antenna are the small antennas that are marketed by Bellsouth as "Digital TV" antennas which are aimed at the SunTrust Building located in downtown Orlando and receive signals from a transmitter located on the top of that building.

C. Standard "Old Fashioned" Exterior TV Antennas (TVBS ANTENNAS):

Antennas that are designed to receive television broadcast signals no matter their size (hereinafter "TVBS antennas").

D. **Masts:**

Masts that support any of the antennas described in A, B, and C above.

DBS 056 Pg 1271
Orange Co FL 2000-0319634

4. **PERMITTED LOCATIONS FOR PERMITTED ANTENNAS:**

Subject to the specific location restrictions provided below, Permitted Antennas may only be installed on property within the exclusive use or control of the antenna user, where the user has a direct or indirect ownership or leasehold interest in that property.

5. **PROHIBITED LOCATIONS FOR PERMITTED ANTENNAS:**

Permitted Antennas may not be installed, maintained or used on any Common Areas of Pembroke nor on any other property that does not meet the use, control and ownership/leasehold standards set forth above.

6. **SPECIFIC RESTRICTIONS FOR PERMITTED ANTENNAS:**

Subject to the variance provisions outlined below to insure that the following restrictions do not unreasonably delay or prevent the installation, maintenance or use of the same, unreasonably increase the cost of installation, maintenance or use of the same or preclude reception of an acceptable quality signal, all as defined by the FCC, the following specific restrictions shall apply to the Permitted Antennas:

A. **DBS antennas that do not exceed one meter (39") in diameter:**

It is acknowledged by the Association that DBS antennas must have direct "line of sight" contact with the transmitting satellite to receive an acceptable quality signal. Therefore, it is undisputed that such antennas must be located to permit such contact. Notwithstanding this fact, the following standards must be met, if possible:

1. The DBS antenna must be placed in a location or be screened so that it cannot be seen from neighboring Lots and by a person six (6) feet tall, while standing on any street or sidewalk adjacent to the Lot upon which the Permitted Antenna is to be erected;
2. If standard 1 cannot be completely achieved, then it shall be achieved to the maximum extent possible, which shall include, but not be limited to, location of screening devices, placing the antenna at the least conspicuous location and painting the DBS antenna a color that is coordinated with the antenna's background (e.g. if the antenna is to be attached to a structure, it must be painted the same color as the structure, if the antenna is to be placed in the yard, then it must be painted a color which will make it blend in with the background landscaping).

3. If a mast is required in order for the DBS antenna to achieve line of sight contact with the satellite, it must be no taller than is necessary to receive an acceptable quality signal and must meet the same standards outlined above.

DB PL 6056 Pg. 1272
Orange Co FL 2000-0319634

4. Roof top tripods are not permitted.

B. MMDS/wireless cable antennas that are one meter (39") or less in diameter or diagonal measurement :

It is acknowledged by the Association that MMDS/wireless cable antennas must have direct "line of sight" contact with the transmitting source to receive an acceptable quality signal. Therefore, it is undisputed that such antennas must be located and placed at a height that will permit such contact. Notwithstanding this fact, the following standards must be met:

1. The antenna must be placed in a tree.
2. If 1 is not possible and if structurally possible, the antenna must be attached to the chimney of the home.
3. If numbers 1 & 2 are not possible, the antenna must be attached directly to the house at a peaked area, on the rear or side of the house.
4. If a mast is required in order for the MMDS/Wireless cable antenna to achieve line of sight contact with the transmitting source, it must be no taller than is necessary to receive an acceptable quality signal and must meet the same standards outlined above.
5. Roof top tripods are not permitted.

C. TVBS antennas:

Because TVBS antennas do not need direct "line of sight" contact with the transmitting source, they will be treated differently than the DBS and MMDS antennas. Therefore, the following standards must be met:

1. The TVBS antenna must be located on the rear of the house.
2. If a mast must be used, it may not be taller than is necessary to obtain an "optimal quality signal" as the same is defined by the FCC.
3. Roof top tripods are not permitted.

7. **SAFETY REQUIREMENTS:**

No Permitted Antenna may be installed if the same shall violate any governmental safety requirements.

8. **VARIANCES FROM THE RESTRICTIONS FOR PERMITTED ANTENNAS:**

Any person who is qualified to erect a Permitted Antenna may disregard the above stated restrictions to the extent necessary:

- A. to insure that they can receive an acceptable quality signal as defined by Section 1.4000 and FCC's Reports, Opinions and Orders.
- B. to avoid unreasonable delay in or prevention of the installation, maintenance or use of the antenna as defined by Section 1.4000 and FCC's Reports, Opinions and Orders.
- C. to avoid unreasonably increases in the cost of installation, maintenance or use of the antenna as defined by Section 1.4000 and FCC's Reports, Opinions and Orders.

Any person utilizing this variance provision must allow access by the Association to the antenna and other portions of their property at reasonable times so that the Association may make its own determination whether such variances are necessary. If such variance is not necessary, the antenna must be brought into compliance with these restrictions to the extent possible.

9. **NOTICE OF INSTALLATION:**

In order to insure that no installation of a Permitted Antenna will violate the above restrictions, thereby avoiding possible enforcement actions, all persons who wish to install maintain, use or move an Permitted Antenna (installation) must contact the Association prior to the installation of the same. Forms for such notice shall be available from the Association. The Association will devise an expedited procedure for handling notifications so that the process does not unreasonably delay any such installations or alterations.

10. **ENFORCEMENT OF THIS RESTRICTION:**

- A. The Association may enforce section 2 of this restriction in any fashion permitted by law, including the imposition of fines.
- B. The Association may enforce the remaining sections of this restriction in any fashion permitted by Section 207 and Section 1.4000, including the filing of an action in the County or Circuit Courts in and for Orange County, as applicable. However, no fines, fees or other penalties will accrue against any antenna user except as permitted by Section 207 and Section 1.4000.

EXHIBIT "B"

ELEVENTH AMENDMENT

PEMBROOKE

OR Bk 6056 Pg 1274
Orange Co FL 2000-0319634

I. The following previous amendments shall hereinafter be designated as follows:

The amendment recorded in Official Records Book 4376, Page 0094, is and shall hereinafter be referred to as the "Fourth Amendment to Declaration".

The amendment recorded in Official Records Book 4520, Page 2863, is and shall hereinafter be referred to as the "Fifth Amendment to Declaration".

The amendment recorded in Official Records Book 4938, Page 3989, is and shall hereinafter be referred to as the "Sixth Amendment to Declaration".

The amendment recorded in Official Records Book 5045, Page 1465, is and shall hereinafter be referred to as the "Seventh Amendment to Declaration".

The amendment recorded in Official Records Book 5272, Page 4488, is and shall hereinafter be referred to as the "Eighth Amendment to Declaration".

The amendment recorded in Official Records Book 5486, Page 2564, is and shall hereinafter be referred to as the "Ninth Amendment to Declaration".

II. Section 3(b) "Fines" of Article VII "GENERAL PROVISIONS" is hereby deleted in its entirety and replaced with the following:

ARTICLE VII
GENERAL PROVISIONS

SECTION 3. Enforcement.

(b) Fines. In addition to all other remedies, a fine or fines may be imposed upon an Owner for failure of the Owner, his family, guests, invitees, tenants, or employees (hereinafter "Owner") to comply with any covenant, restriction or provision contained in any of the governing documents for Pembroke or any rule

or regulation promulgated by the Board of Directors (hereinafter "violation"), provided the following procedures are adhered to:

1. **Fining Committee:** Pursuant to Florida Statute 617.305(2), the Board of Directors shall appoint a committee to be known as the "Fining Committee". This committee shall conduct hearings to determine if fines should be imposed for violations. Pursuant to Florida Statute 617.305(2), the Fining Committee shall be composed of at least three members of the Association who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. For continuity purposes, and to the extent possible, the Board shall appoint committee members for staggered two-year terms. However, all committee members shall serve at the pleasure of the Board of Directors and may be removed with or without cause by the Board at any time.

2. **Proposed Fine:** If the Board believes that a violation exists, then the Board shall propose that a fine be imposed against the violating party and shall direct that the Fining Committee hold a hearing to determine if the fine should be imposed. Additional provisions concerning the power of the Board are as follows:

- i. The Board may not propose a fine in excess of the maximum fine allowed by Florida Statute 617.305(2), as amended from time to time, currently \$100 per person, per violation. However, for violations of a continuing nature, such fine may be proposed on the basis of each day of such continuing violation as long as such proposed fine does not exceed the maximum aggregate fine allowed by such statute, currently \$1000.00 in the aggregate.
- ii. The Board may propose a fine for each violation.
- iii. The Board reserves the right, but not the duty to prepare a schedule of fines for particular violations.

3. **Notice:** The Fining Committee shall then notify the Owner in writing of the violation(s) and of the proposed fine. It shall also notify the Owner that a hearing will be held concerning the same. The notice shall include the alleged violation(s), the date, time and place that the hearing will be held and an announcement that the Owner may appear at such hearing to address the issue. The notice shall be served on the Owner by certified and regular mail at least fourteen (14) days prior to such hearing. Service shall be completed upon the depositing of the notice in an official postal depository, postage prepaid.

4. **Hearing:** At the appointed place and time, a full hearing will be held before the Fining Committee concerning the alleged violation(s) and the proposed fine. An Association representative shall present evidence reflecting that

the proper notice was served on the Owner, and shall then present the case to the Fining Committee. The Owner may represent himself or shall have the right to be represented by counsel at the hearing. Both the Association representative and the Owner shall have the right to present such evidence as they deem appropriate and may present and cross-examine witnesses.

- i. Multiple infractions by the same Owner may be discussed at the same hearing.
- ii. Strict rules of evidence shall not be required, however, the Fining Committee shall comply with such standards that will insure due process and fair play.
- iii. The Fining Committee has the right to continue any hearing for such periods of time that it deems necessary in order to insure that full information is presented upon which to make a decision. Appropriate notices of such continuances must be given to the Owner.
- iv. If notice is given as required above, the failure of an Owner to appear at the hearing shall in no way impede the completion of the hearing.

5. Fining Committee Decision: If, after a full hearing, the Fining Committee does not approve a proposed fine by majority vote, then such fine shall not be imposed. However, if, after a full hearing, the Fining Committee, by majority vote, determines that the violation has occurred, then the fine proposed by the Board will be imposed. For multiple violations, the Fining Committee may impose some fines and refuse to impose others. All decisions of the Fining Committee imposing fines shall be reported in official minutes and must be sent to the Owner by certified and regular mail after the completion of the hearing.

6. Collection of Fine: Fines imposed hereunder shall be paid not later than ten (10) days after the decision of the Fining Committee is mailed to the Owner. All such fines shall be treated as an individual assessment on the Owner's Lot, secured by a lien and otherwise governed by the provisions of Sections 3(g) and 3(h) of Article IV of this Declaration.

7. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

8. Non-Exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, that any penalty paid by the offending Owner shall be deducted from or offset against any damages

which the Association may otherwise be entitled to recover by law from such Owner.

9. Non-Owners. Regardless of whether or not the violator is an Owner of a Lot, or an agent, tenant, employee, family member, guest, invitee, contractor, subcontractor or materialman of an Owner or any of them, a fine pursuant to this Section shall be assessed against the Lot which the violator occupies, was visiting or performing services on at the time of the violation.

10. Applicable Law. The provisions of this subparagraph (b) shall at all times be subject to Chapter 617, Florida Statutes, and other applicable law, as the same may be amended from time to time.

Pem001 amn11
5/24/00 a:CAB/kl

DR Bk 6056 Pg 1277
Orange Co FL 2000-0319634

Recorded - Martha O. Haynie

EXHIBIT "A"
NINTH AMENDMENT
STANDARDS FOR EXTERIOR ANTENNAS
AT
PEMBROOKE

WHEREAS, the Federal Government adopted the Telecommunications Act of 1996 (the "Act"), and

WHEREAS, in Section 207 of the Act, the Federal Communications Commission (FCC) was directed to promulgate a rule that would allow specific exterior antennas to be erected on private property, and

WHEREAS, the FCC has adopted a rule, which rule is designated as Section 1.4000 (Section 1.4000) and is attached hereto as Exhibit "A", and

WHEREAS, Section 1.4000 provides that certain exterior antennas must be allowed, but further provides that Community Associations may adopt certain reasonable restrictions regulating the same, and

WHEREAS, as part of its rule making process the FCC has released three (3) Reports, Opinions and Orders (Order) in which it discusses Section 1.4000 and pronounces general standards to be followed in the adoption and enforcement of Community Association restrictions, and

WHEREAS, the Declaration of Covenants and Restrictions for Pembroke (hereinafter "Declaration") which is recorded at Official Records Book 4001, Page 1789, Public Records of Orange County, Florida, as amended at Official Records Book 5272, Page 4488, contains Article VI, Section 16, relating to Satellite Dishes, and

WHEREAS, the Board has now determined that Section 16 should be amended to address all antennas, including those antennas that are permitted by Section 1.4000, and

WHEREAS, the Board of Director of the Association has the power to adopt a new Section 16 relating to exterior antennas and has determined that it is in the best interest of its members to do so.

NOW THEREFORE, the Association hereby adopts the following architectural standards for the installation of exterior antennas at Pembroke:

1. **PROPERTY THAT IS EFFECTED BY THIS RESTRICTION:**

This restriction shall apply to all property that is under the jurisdiction of the PEMBROOKE HOMEOWNERS ASSOCIATION, INC.

2. **PROHIBITED ANTENNAS:**

Except as provided below, all exterior antennas are prohibited.

3. **PERMITTED ANTENNAS:**

Pursuant to the directives of attached Section 1.4000, the following exterior antennas (hereinafter referred to as "Permitted Antenna") may now be installed, maintained and used in Pembroke, as long as the same are installed, maintained and used in conformance with the restrictions outlined below:

A. **Small Satellite Dish Antenna (DBS ANTENNAS):**

"Dish" Antennas that are designed to receive direct broadcast satellite service, including direct-to-home satellite service, that are one meter (39") or less in diameter, (hereinafter "DBS Antennas") Examples of this type of antenna are the eighteen (18) inch dish antennas that are aimed at a stationary satellite and receive signals directly from that satellite.

B. **Small "Wireless Cable" Antennas (MMDS/WIRELESS CABLE ANTENNAS):**

Antennas that are designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that are one meter (39") or less in diameter or diagonal measurement (hereinafter "MMDS/wireless cable" antennas). An example of this type of antenna are the small antennas that are marketed by Bellsouth as "Digital TV" antennas which are aimed at the SunTrust Building located in downtown Orlando and receive signals from a transmitter located on the top of that building.

C. **Standard "Old Fashioned" Exterior TV Antennas (TVBS ANTENNAS):**

Antennas that are designed to receive television broadcast signals no matter their size (hereinafter "TVBS antennas").

D. **Masts:**

Masts that support any of the antennas described in A, B, and C above.

4. **PERMITTED LOCATIONS FOR PERMITTED ANTENNAS:**

Subject to the specific location restrictions provided below, Permitted Antennas may only be installed on property within the exclusive use or control of the antenna user, where the user has a direct or indirect ownership or leasehold interest in that property.

5. **PROHIBITED LOCATIONS FOR PERMITTED ANTENNAS:**

Permitted Antennas may not be installed, maintained or used on any Common Areas of Pembroke nor on any other property that does not meet the use, control and ownership/leasehold standards set forth above.

6. **SPECIFIC RESTRICTIONS FOR PERMITTED ANTENNAS:**

Subject to the variance provisions outlined below to insure that the following restrictions do not unreasonably delay or prevent the installation, maintenance or use of the same, unreasonably increase the cost of installation, maintenance or use of the same or preclude reception of an acceptable quality signal, all as defined by the FCC, the following specific restrictions shall apply to the Permitted Antennas:

A. DBS antennas that do not exceed one meter (39") in diameter:

It is acknowledged by the Association that DBS antennas must have direct "line of sight" contact with the transmitting satellite to receive an acceptable quality signal. Therefore, it is undisputed that such antennas must be located to permit such contact. Notwithstanding this fact, the following standards must be met, if possible:

1. The DBS antenna must be placed in a location or be screened so that it cannot be seen from neighboring Lots and by a person six (6) feet tall, while standing on any street or sidewalk adjacent to the Lot upon which the Permitted Antenna is to be erected;
2. If standard 1 cannot be completely achieved, then it shall be achieved to the maximum extent possible, which shall include, but not be limited to, location of screening devices, placing the antenna at the least conspicuous location and painting the DBS antenna a color that is coordinated with the antenna's background (e.g. if the antenna is to be attached to a structure, it must be painted the same color as the structure, if the antenna is to be placed in the yard, then it must be painted a color which will make it blend in with the background landscaping).

3. If a mast is required in order for the DBS antenna to achieve line of sight contact with the satellite, it must be no taller than is necessary to receive an acceptable quality signal and must meet the same standards outlined above.
4. Roof top tripods are not permitted.

B. MMDS/wireless cable antennas that are one meter (39") or less in diameter or diagonal measurement :

It is acknowledged by the Association that MMDS/wireless cable antennas must have direct "line of sight" contact with the transmitting source to receive an acceptable quality signal. Therefore, it is undisputed that such antennas must be located and placed at a height that will permit such contact. Notwithstanding this fact, the following standards must be met:

1. The antenna must be placed in a tree.
2. If 1 is not possible and if structurally possible, the antenna must be attached to the chimney of the home.
3. If numbers 1 & 2 are not possible, the antenna must be attached directly to the house at a peaked area, on the rear or side of the house.
4. If a mast is required in order for the MMDS/Wireless cable antenna to achieve line of sight contact with the transmitting source, it must be no taller than is necessary to receive an acceptable quality signal and must meet the same standards outlined above.
5. Roof top tripods are not permitted.

C. TVBS antennas:

Because TVBS antennas do not need direct "line of sight" contact with the transmitting source, they will be treated differently than the DBS and MMDS antennas. Therefore, the following standards must be met:

1. The TVBS antenna must be located on the rear of the house.
2. If a mast must be used, it may not be taller than is necessary to obtain an "optimal quality signal" as the same is defined by the FCC.
3. Roof top tripods are not permitted.

7. **SAFETY REQUIREMENTS:**

No Permitted Antenna may be installed if the same shall violate any governmental safety requirements.

8. **VARIANCES FROM THE RESTRICTIONS FOR PERMITTED ANTENNAS:**

Any person who is qualified to erect a Permitted Antenna may disregard the above stated restrictions to the extent necessary:

- A. to insure that they can receive an acceptable quality signal as defined by Section 1.4000 and FCC's Reports, Opinions and Orders.
- B. to avoid unreasonable delay in or prevention of the installation, maintenance or use of the antenna as defined by Section 1.4000 and FCC's Reports, Opinions and Orders.
- C. to avoid unreasonably increases in the cost of installation, maintenance or use of the antenna as defined by Section 1.4000 and FCC's Reports, Opinions and Orders.

Any person utilizing this variance provision must allow access by the Association to the antenna and other portions of their property at reasonable times so that the Association may make its own determination whether such variances are necessary. If such variance is not necessary, the antenna must be brought into compliance with these restrictions to the extent possible.

9. **NOTICE OF INSTALLATION:**

In order to insure that no installation of a Permitted Antenna will violate the above restrictions, thereby avoiding possible enforcement actions, all persons who wish to install maintain, use or move an Permitted Antenna (installation) must contact the Association prior to the installation of the same. Forms for such notice shall be available from the Association. The Association will devise an expedited procedure for handling notifications so that the process does not unreasonably delay any such installations or alterations.

10. **ENFORCEMENT OF THIS RESTRICTION:**

- A. The Association may enforce section 2 of this restriction in any fashion permitted by law, including the imposition of fines.
- B. The Association may enforce the remaining sections of this restriction in any fashion permitted by Section 207 and Section 1.4000, including the filing of an action in the County or Circuit Courts in and for Orange County, as applicable. However, no fines, fees or other penalties will accrue against any antenna user except as permitted by Section 207 and Section 1.4000.

Prepared by AND Return to:
ROBERT L. TAYLOR, ESQUIRE
Taylor & Carls, P.A.
1900 Summit Tower Blvd., Ste. 800
Orlando, Florida 32810



Orange Co FL 1998-0196444
052098 03:25:09pm
OR Bk 5486 Pg 2564
Rec 15.00

**CERTIFICATE OF AMENDMENT TO THE "DECLARATION
OF COVENANTS AND RESTRICTIONS FOR PEMBROOKE"**

THIS IS TO CERTIFY that attached as Exhibit "A" is a true and correct copy of the Eighth Amendment to the "Declaration of Covenants and Restrictions Pembroke" as recorded in Official Records Book 4001, Page 1789, of the Public Records of Orange County, Florida, and as previously amended at Official Records Book 4007, Page 791; Official Records Book 4051, Page 3120; Official Records Book 4376, Page 94; Official Records Book 4520, Page 2863; Official Records Book 4938, Page 3989; Official Records Book 5045, Page 1465; and Official Records Book 5272, Page 4488, all of the Public Records of Orange County, Florida. This Amendment was duly and properly adopted pursuant to the subject Declaration.

Executed at _____, ORANGE County,
Florida, on this the 11th day of FEBRUARY, 1998.

Signed, sealed and delivered
in the presence of:

PEMBROOKE HOMEOWNERS
ASSOCIATION, INC.
c/o Sentry Management, Inc.
2180 West State Road 434
Suite 5000
Longwood, FL 32779-5044

HUNTER GARRETT
Print Name: _____

Hunter Garrett
Print Name: _____
As: President

Robert L. Russell
Print Name: _____

Robert L. Russell
Print Name: _____
As: Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 11
day of Feb, 1998, by Hunter Garrett, and
Robert L. Russell, as President and Secretary
respectfully, of PEMBROOKE HOMEOWNERS ASSOCIATION, INC., a Florida
corporation, on behalf of the Corporation. They are personally
known to me or who has produced _____
as identification.

(Notary Seal)



JENNIFER HODGES
My Comm Exp. 7/31/2001
Bonded By Service Ins
No. CC668290
☒ Personally Known ☐ Other I.D.

NOTARY PUBLIC-STATE OF FLORIDA
Print Name: Jennifer Hodges
Commission No.: CC 468290
Commission Expires: 7/31/2001

EXHIBIT "A"

EIGHTH AMENDMENT TO DECLARATION

Section 15, "Vehicles and Repairs" of Article VI, "Restrictive Covenants" of the Declaration of Covenants and Restrictions Pembroke, as the same presently exists is deleted in its entirety and a new section 15 is created to read as follows:

Section 15. Parking and Repair of Vehicles.

a. PARKING: No "Prohibited Vehicle" shall be parked or stored upon any Lot in such a manner as to be visible from any point on adjacent property or the streets (whether public or private) within Pembroke.

b. REPAIR: No motor vehicle of any kind shall be dismantled, abandoned, rebuilt, repaired, or repainted upon any Lot in such a manner as to be visible from any point on adjacent property or the streets (whether public or private) within Pembroke.

c. PROHIBITED VEHICLES: For the purposes of this section a "Prohibited Vehicle" is:

1. any motor vehicle which bears or contains commercial information or commercial advertising on the exterior surface, or which information or advertising is placed on the interior of the vehicle in such a manner as to be seen and read from the exterior of the vehicle;
2. recreational vehicle-type units as defined by Section 320.01(1)(b) Florida Statutes (1995), including but not limited to travel trailers, camping trailers, truck campers, motor homes and park trailers;
3. any and all terrain vehicles, dune buggies or golf carts;
4. a trailer of any type;
5. a derelict vehicle, including a vehicle with no current license plate or a vehicle incapable of self propulsion;
6. a boat;

7. any motor vehicle of greater than 3/4 ton capacity; or
8. mobile homes as defined by Section 320.01(2)(a) Florida Statutes (1995).

d. EXCEPTIONS:

1. Nothing in this section shall be construed to prohibit bona fide loading and unloading of goods from a vehicle during daylight hours.
2. Section 15 b. shall not apply to those activities normally associated with and incident to the day-to-day maintenance, washing, waxing, and polishing of vehicles.
3. For purposes of this section, a "Prohibited Vehicle" (even if generally described herein) shall not be deemed to be a vehicle present while performing services for or on behalf of a Pembroke resident.
4. Section 15 c. 1. shall not be construed to prohibit the following kinds of commercial information or advertising:
 - (a) a "For Sale" sign for the vehicle itself;
 - (b) commercial information which identifies the make and model of the vehicle or the name and location of the vehicle dealer;
 - (c) governmental markings (e.g. police or highway patrol vehicles).

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OR Bk 5486 Pg 2566
Orange Co FL 1998-0196444

Recorded - Martha O. Haynie

MARTHA O. HAYNIE

ORANGE COUNTY COMPTROLLER

Sta #: 68 Oper: MRR Transct #: 12460

Date: 052098 Time: 03:25:09pm

OR: 5486 2564 Instr #: 1998-0196444

RESTRICTION

5 Recording Fees \$ 13.00

7 Add. Rec. Fees 2.00

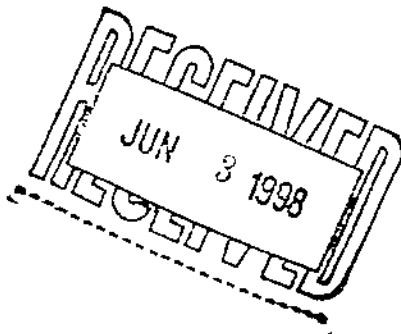
Sub Total \$ 15.00

* 12460 TOTAL \$ 15.00

CK Tendered: \$ 15.00

Change: \$.00

ROBERT L TAYLOR



2776 NET
15.00

CHK#

15.00

05/01/98

744600 PEMBROKE HOMEOWNERS ASSOCIATION INC
VO.# P.O.# DATE INVOICE # DESCRIPTION
2736 **VA**JB 04/24/98 04.24.98 RECORDING FEES 8TH ADMNT

15.00

TOTAL

Prepared by AND Return to:
Robert L. Taylor, Esquire
Curry, Taylor & Carls, P.A.
1900 Summit Tower Blvd., Ste. 800
Orlando, Florida 32810

Orange Co FL 1997-0211753
061297 03:31:51pm
OR Bk 5272 Pg 4488
Rec 19.50

**CERTIFICATE OF AMENDMENT TO THE "DECLARATION OF
COVENANTS AND RESTRICTIONS FOR PEMBROOKE"**

THIS IS TO CERTIFY that attached as Exhibit "A" is a true and correct copy of the Seventh Amendment to the "Declaration of Covenants and Restrictions Pembroke" as recorded in Official Records Book 4001, Page 1789, of the Public Records of Orange County, Florida, and as previously amended at Official Records Book 4007, Page 791; Official Records Book 4051, Page 3120; Official Records Book 4376, Page 94; Official Records Book 4520, Page 2863; Official Records Book 4938, Page 3989, and Official Records Book 5045, Page 1465, all of the Public Records of Orange County, Florida. This Amendment was duly and properly adopted pursuant to the subject Declaration.

Executed at ORLANDO, ORANGE County, Florida, on this the 24 day of APRIL, 1997.

Signed, sealed and delivered
in the presence of:

**PEMBROOKE HOMEOWNERS
ASSOCIATION, INC.**
c/o Sentry Management, Inc.
2180 West State Road 434
Suite 5000
Longwood, FL 32779-5044

Vera L. Armes
Print Name: VERA L. ARMES
Tricia Lewis
Print Name: Tricia Lewis

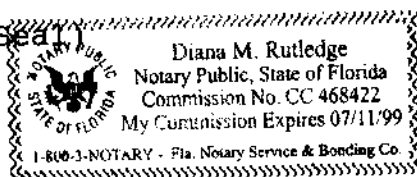
By: Stephen J. Denomme
Print Name: STEPHEN DENOMME
As: President

Attest: Connie Canning
Print Name: CONNIE CANNING
As: Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 24th day of April, 1997, by Stephen J. Denomme, and Connie Canning, as President and Secretary respectively, of PEMBROOKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the Corporation. They are personally known to me or who has produced as identification.

(Notary Seal)



Diana M. Rutledge
NOTARY PUBLIC-STATE OF FLORIDA
Print Name: DIANA M. RUTLEDGE
Commission No.: CC 468422
Commission Expires: 7/11/99

EXHIBIT "A"

SEVENTH AMENDMENT

OR Bk 5272 Pg 4489
Orange Co FL 1997-0211753

REVISION OF ARTICLE VI, SECTION 16

SATELLITE DISHES AT PEMBROOKE

WHEREAS, the Federal Government adopted the Telecommunications Act of 1996 (the "Act"), and

WHEREAS, in Section 207 of the Act, the Federal Communications Commission (FCC) was directed to promulgate a rule that would allow specific exterior antennas to be erected on private property, and

WHEREAS, on August 5, 1996 the FCC did adopt such a rule, which rule is designated as Section 1.4000 (Section 1.4000), and

WHEREAS, Section 1.4000 provides that certain exterior antennas must be allowed, but further provides that Community Associations may adopt certain reasonable restrictions regulating the same, and

WHEREAS, as part of its rule making process the FCC released, on August 6, 1996, its REPORT AND ORDER, MEMORANDUM OPINION AND ORDER, and FURTHER NOTICE OF PROPOSED RULEMAKING, in which it discussed Section 1.4000 and put forth general standards to be followed in the adoption and enforcement of Community Association restrictions, which Report became final on October 14, 1996, and

WHEREAS, the Declaration of Covenants and Restrictions for Pembroke, (hereinafter "Declaration") which is recorded at Official Records Book 4001, Page 1789, Public Records of Orange County, Florida, as amended, presently provides at Article VI, Section 16 thereof, as follows:

Section 16: Satellite Dishes. Satellite Dishes shall not be permitted on any Lot or Living Unit at the Property.

WHEREAS, in order for the Declaration to be in conformance with the Act and Section 1.4000, it is necessary to amend the subject Section 16,

NOW THEREFORE, the Association hereby amends Article VI, Section 16 of the Declaration to read as follows:

Section 16: Satellite Dishes.

1. PROPERTY THAT IS EFFECTED BY THIS RESTRICTION:

This restriction shall apply to all property that is under the jurisdiction of the PEMBROOKE HOMEOWNERS ASSOCIATION, INC.

2. PROHIBITED ANTENNAS:

Except for the Permitted Antennas provided for below, all satellite dish antennas are prohibited. This prohibition shall specifically include those satellite dish antennas that are masked to resemble other items, such as rocks and patio furniture

OR Bk 5272 Pg 4490
Orange Co FL 1997-0211753

3. PERMITTED ANTENNAS:

Pursuant to the directives of the Act and Section 1.4000, only the following satellite dish antennas (hereinafter referred to as "Permitted Antenna") may now be erected in Pembroke. They must be erected in conformance with the restrictions outlined below:

DBS antennas that are one meter (39") or less in diameter that are designed to receive direct broadcast satellite service, including direct-to-home satellite service (hereinafter "DBS Antennas")

4. WHO MAY ERECT A PERMITTED ANTENNA:

No Permitted Antenna may be erected by anyone who does not have a direct or indirect ownership interest in and exclusive use or control of the property upon which the antenna is to be erected.

5. NOTICE OF ANTENNAS INSTALLATION:

From and after October 14, 1996 no prior approval for the erection or installation of any Permitted Antennas will be required from the Architectural Review Board of the Association.

However, the Association retains the right to require that a written notification form be submitted to it prior to the installation of a proposed antenna, in order that it may insure that the proposed antenna will be installed in conformance with these architectural standards. If such form is required, the Association will devise an expedited procedure for handling notifications so that the process does not unreasonably delay any such installations.

6. RESTRICTIONS FOR PERMITTED ANTENNAS:

Subject to the variance provisions outlined below the following restrictions shall apply to a Permitted Antenna:

- A. The DBS antenna can not exceed one meter (39") in diameter;
- B. No part of the DBS antenna structure can higher than eight (8') feet, in order to screen the same from view.
- C. No part of the DBS antenna structure can be seen by a person six (6') feet tall, while standing on any street or sidewalk adjacent to the Lot upon which the Permitted Antenna is to be erected;

- D. The DBS antenna must be painted a color that is coordinated with the antenna's background. (e.g. if the antenna is to be attached to a structure, it must be painted the same color as the structure, if the antenna is to be placed in the yard, then it must be painted a color which will make it blend in with the background landscaping).

7. VARIANCES FROM THE RESTRICTIONS FOR PERMITTED ANTENNAS:

Any person who is qualified to erect a Permitted Antenna may request that the above stated restrictions be altered, lessened or waived if they can demonstrate to the Association that erecting a Permitted Antenna in conformance with the restrictions impairs reception of an acceptable quality signal as defined by Section 1.4000 and the REPORT AND ORDER, MEMORANDUM OPINION AND ORDER, and FURTHER NOTICE OF PROPOSED RULEMAKING dated August 5, 1996. The Association may require reasonable proof of such claim.

8. ENFORCEMENT OF THIS RESTRICTION

OR Bk 5272 Pg 4491
Orange Co FL 1997-0211753

- A. The Association may enforce subsection 2 of this restriction in any fashion permitted by law, including the imposition of fines.
- B. The Association may enforce the remaining subsections of this restriction in any fashion permitted by Section 207 and Section 1.4000, including the filing of an action in the County or Circuit Courts in and for Orange County. However, no fines or other penalties will accrue against any antenna user while a proceeding is pending to determine the validity of any restriction.

9. LOCAL GOVERNMENT REQUIREMENTS

Nothing herein limits the obligation of any Lot Owner to comply fully with all local zoning and building codes before erecting any antenna permitted hereby.

pembroke.sal

2/21/97

Prepared by and Return to:
Robert L. Taylor, Esq.
Curry, Taylor & Carls, P.A.
1900 Summit Tower Blvd., Ste. 800
Orlando, FL 32810
(407) 660-1040

Orange Co FL 5587181
04/22/96 10:52:13am
OR BK 5045 Pg 1465
Rec 10.50

Adopted, but not yet signed
and recorded.

**CERTIFICATE OF AMENDMENT TO THE "DECLARATION OF
COVENANTS AND RESTRICTIONS FOR PEMBROOKE"**

THIS IS TO CERTIFY that attached as Exhibit "A" is a true and correct copy of the Sixth Amendment to the "Declaration of Covenants and Restrictions Pembroke" as recorded in Official Records Book 4001, Page 1789, of the Public Records of Orange County, Florida, and as previously amended at Official Records Book 4007, Page 791, of the Public Records of Orange County, Florida, Official Records Book 4051, Page 3120, of the Public Records of Orange County, Florida, Official Records Book 4376, Page 94, of the Public Records of Orange County, Florida, and Official Records Book 4520, Page 2863, of the Public Records of Orange County, Florida and Official Records Book 4938, Page 3989, of the Public Records of Orange County, Florida. This amendment was duly and properly adopted pursuant to the subject Declaration.

Executed at 2180 W. State Road 434, Suite 5000, Longwood, FL 32779 ^{SEMINOLE} Orange County, Florida, on this the 15th day of March, 1996.

Signed, sealed and delivered
in the presence of:

PEMBROOKE HOMEOWNERS
ASSOCIATION, INC.
c/o Sentry Management, Inc.
2180 W. State Road 434
Suite 5000
Longwood, FL 32779-5044

DEBORAH R. KAREL
(Print Name)

VERA J. ARMES
(Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

By:

Jeffrey D. Forrest
(Print Name) President

Attest:

Robert L. Russell
(Print Name) Secretary

Vice President

THE FOREGOING INSTRUMENT was acknowledged before me this 15th day of March, 1996, by JEFFREY D. FORREST, and ROBERT L. RUSSELL, as President and Secretary respectively, of PEMBROOKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the Corporation. They are personally known to me or who has produced _____ as identification.

Denise D. Phillips
(Signature)

(Print Name, stamp, affix
Notary seal)
Commission Expiration Date and
Number _____

EXHIBIT "A"

SIXTH AMENDMENT TO DECLARATION

Section 5, "Exterior Materials" of Article VI, "Restrictive Covenants" of the "Declaration of Covenants and Restrictions Pembroke", as the same presently exists is deleted in its entirety and a new Section 5 is created to read as follows:

SECTION 5. Exterior Materials. Only brick, stucco, painted wood siding and painted concrete siding shall be used for the exterior surfaces of Living Units.

No mixing of vertical and horizontal siding on the same side of any Living Unit will be permitted. Furthermore, no diagonal siding will be permitted.

OR Bk 5045 Pg 1466
Orange Co FL 5587181

xltaro\pem6th3.amd

Recorded - Martha O. Haynie

Return to and
Filed by: Robert L. Taylor, Esq.
Curry, Taylor & Carls, P.A.
1900 Summit Tower Blvd., Ste 800
Orlando, FL 32810
407/660-1040

Orange Co FL 5340685
09/01/95 07:22:52am
OR Bk 4938 Pg 3989
Rec 15.00

**CERTIFICATE OF AMENDMENT TO THE "DECLARATION OF
COVENANTS AND RESTRICTIONS FOR PEMBROOKE"**

THIS IS TO CERTIFY that attached as Exhibit "A" is a true and correct copy of the Fifth Amendment to the "Declaration of Covenants and Restrictions Pembroke" as recorded in Official Records Book 4001, Page 1789, of the Public Records of Orange County, Florida, and as previously amended at Official Records Book 4007, Page 791, of the Public Records of Orange County, Florida, Official Records Book 4051, Page 3120, of the Public Records of Orange County, Florida, Official Records Book 4376, Page 94, of the Public Records of Orange County, Florida, and Official Records Book 4520, Page 2863, of the Public Records of Orange County, Florida. This amendment was duly and properly adopted pursuant to the subject Declaration.

Executed at Orlando, Orange County, Florida, on this the 9th day of August, 1995.

Signed, sealed and delivered in the presence of:

Shirley Strickland
SHIRLEY STRICKLAND
(Print Name)

Cathleen Collier
CATHLEEN COLLIER
(Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

PEMBROOKE HOMEOWNERS
ASSOCIATION, INC.

By: Jeffrey D. Forrest
(Print Name) President
c/o Sentry Management, Inc.

2180 State Road 434 W., Ste 5000
Attest: Elaine Rodriguez Longwood, FL
Elaine Rodriguez
(Print Name) Secretary 32779

THE FOREGOING INSTRUMENT was acknowledged before me this 31st day of JULY, 1995, by JEFFREY D. FORREST, and ELAINE RODRIGUEZ, as President and Secretary respectfully, of PEMBROOKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the Corporation. They are personally known to me or who has produced _____ as identification.

Sandra M. Shields
(Signature)

SANDRA M. SHIELDS
(Print Name, stamp, affix
Notary seal)

Commission Expiration Date and
Number CC 303917



SANDRA M. SHIELDS
COMMISSION # CC 303917
EXPIRES SEP 4, 1997
Atlantic Bonding Co., Inc.
800.739.3247

EXHIBIT "A"

I. Section 7, "Game and Play Structures", of Article VI, "Restrictive Covenants" of the Declaration of Covenants and Restrictions, as the same presently exists is deleted in its entirety and a new Section 7 is created to read as follows:

SECTION 7. Game and Play Structures. All basketball backboards and any other fixed game and play structure shall be located at the rear of the dwelling, or on the side portion of corner lots within the setback lines. Portable basketball backboards and other portable game and play structures are not prohibited by this provision, but shall be subject to rules and regulations promulgated by the Board of Directors of the Association, from time to time. Treehouses or platforms of a like kind or nature will not be constructed on any part of the lot located in front of the rear line of a Living Unit constructed thereon.

II. Section 8, "Fences", of Article VI, "Restrictive Covenants" of the Declaration of Covenants and Restrictions, as the same presently exists is deleted in its entirety and a new Section 8 is created to read as follows:

SECTION 8. Fences. After appropriate written approvals have been received from the ARB of the Homeowners Association, fences will be permitted, subject to the following restrictions:

a. Except as provided in subparagraph d below, fences shall not exceed six (6) feet in height and shall be made of a wood, metal or masonry material of a style and type approved by the ARB. Posts on stockade type fences must be installed to the inside of the Lot and hidden from public view. Wood fences are to be left their natural color or may be painted white. Approved metal fences must be painted white or a brown anodized color. Approved brick masonry fences may not be painted, all other approved masonry fences must be painted white. All fences must be properly maintained and, if painted, must be repainted periodically to maintain a good appearance. Notwithstanding the above, no chain link fences will be permitted.

b. Fences shall not be located in front and side yards. Rear yard fences are permitted but may not extend forward of

the back wall of the main structure of the Living Unit. Notwithstanding the above, if a Living Unit, as originally constructed, has a side door, the rear yard fence may be extended forward into the side yard to the extent necessary to incorporate the side door into the fenced rear yard. In addition the Association may allow fences to extend into side yards if, after a full variance hearing, the Board determines that it would be a hardship on the owner of the lot to forbid same. The specific standards for the granting or denying of a variance will generally be based on the governmental standards used by Orange County, Florida and shall be adopted and revised by the Board from time to time as a rule. Fences will not be permitted within the Florida Gas Transmission. Fences will only be allowed in other established easements as shown on the Plat if they will not damage or interfere with the installation and maintenance of utilities or if they will not change the direction of flow of drainage channels in the easement, or if they will not obstruct or retard the flow of water through drainage channels in the easements.

c. Fences shall not extend above the masonry wall described in Article I, Section 1,c. All fences on individual Lots must transition to meet the height of the aforesaid wall.

d. Because Lots 5, 6, 7, 18, 19, 20, 32, 33, 34, 46, 47, 48, 49, 50, 51, and 52 back up to an apartment complex, the portions of the rear yard fences located on those lots which abut that apartment complex may extend up to eight (8) feet in height, if the said height is permitted by the applicable governmental agency. The side portions of any such rear yard fence must transition from the increased height to a height of no more than six (6) within the first eight (8) feet of the said side portions of the fence. It is the responsibility of the owners of the above referenced lots to determine if the appropriate governmental agency will permit an eight (8) foot fence.

In addition to the above described increased height limitations, all other fence restrictions contained herein will apply to the above referenced lots.

III. A new Section 23, entitled "Driveways", is hereby added to Article VI "Restrictive Covenants" of the Declaration of Covenants and Restrictions to read as follows:

SECTION 23. Driveways. Driveways are not to be painted or stained. Only natural concrete color and smooth concrete textures are permitted.

Rec Fee \$ 13.00 MARTHA O. HAYNIE
Add Fee \$ 2.00 Orange County
Doc Tax \$ - Comptroller
Lat Tax \$ - By [Signature]
Total \$ 15.00 Deputy Clerk

CERTIFICATE OF AMENDMENT TO THE "DECLARATION OF
COVENANTS AND RESTRICTIONS FOR PEMBROOKE"

THIS IS TO CERTIFY THAT attached as Exhibit A is a true and correct copy of an amendment to the "Declaration of Covenants and Restrictions for Pembroke Homeowners Association, Inc.," as recorded in Official Records Book 4001, Page 1789, of the Public Records of Orange County, Florida. This amendment was duly and properly adopted pursuant to the subject Declaration.

Executed at _____, Orange County, Florida, on
this the 15 day of Jan, 1993.

PEMBROOKE HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
Sharon Jacoby, President

Attest: [Signature] Secretary
Emily Nelson

Signed, sealed and delivered
in the presence of:

WITNESS 1:

[Signature]
Print Name: CAROL J. YOUNG

4358933 ORANGE CO. FL.
02/03/93 09:01:19am

WITNESS 2:

[Signature]
Print Name: JOANNA W. HART

OR4520 PG2863

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 15th
day of January, 1993, by Sharon Jacoby.

EXHIBIT A

- I. Section 3(c) of Article IV, "Covenant for Maintenance Assessments" is hereby amended to read as follows:

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 3. Maximum Annual Assessments.

c. Special Assessments for Capital Improvements. In addition to the Annual Assessments, the Association may levy in any assessment year a Special Assessment, ~~applicable to that year only.~~ Said assessment shall be levied by the Association for the purposes set forth in Article IV, Section 2, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of members who are voting in person or by proxy at a meeting called for this purpose.

OR4520 PG2865

cabarc\penbrook.amd

NOTE: ADDITIONS IN TEXT ARE INDICATED BY UNDERLINE, DELETIONS BY STRIKEOUT.

RECORDED & RECORD VERIFIED

Martha O'Higgins
County Comptroller, Orange Co., FL

who is personally known to me or who has produced _____
_____ (type of identification) as identification
and who did (did not) take an oath.

Denise D. Phillips
Notary Public
Print Name: DENISE D. PHILLIPS
Commission Number: CC 030496
Commission Expires: _____

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JULY 16, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

cabarc\peabrooke.cer

THIS INSTRUMENT WAS PREPARED BY:
ROBERT L. TAYLOR, ESQ.

CURRY, TAYLOR & CARLS
1900 SUMMIT TOWER BLVD., # 800
ORLANDO, FL 32810

0R4520 PG2864

CERTIFICATE OF AMENDMENT TO THE "DECLARATION OF
COVENANTS AND RESTRICTIONS FOR PEMBROOKE"

THIS IS TO CERTIFY THAT attached as Exhibit A is a true and correct copy of an amendment to the "Declaration of Covenants and Restrictions for Pembroke Homeowners Association, Inc.," as recorded in Official Records Book 4001, Page 1789, of the Public Records of Orange County, Florida. This amendment was duly and properly adopted pursuant to the subject Declaration.

Executed at Orlando, Orange County, Florida, on
this the 18 day of February, 1992.

Rec Fee \$ 29.00 MARTHA O. HAYNIE,
Add Fee \$ 4.00 Orange County
Doc Tax \$ _____ Comptroller
Int Tax \$ _____ By [Signature]
Total \$ 33.00 Deputy Clerk

PEMBROOKE HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
Sharon Jacoby, President

Attest: [Signature]
Robert Russell, Secretary

Signed, sealed and delivered
in the presence of:

WITNESS 1:

[Signature]
Print Name: Carol J. Young

WITNESS 2:

[Signature]
Print Name: JANNA W. HART

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 19th
day of February, 1992, by Sharon Jacoby & Robert Russell

Prepared By: Robert L. Taylor, Esquire
Curry, Taylor & Carls, P.A.
1900 Summit Tower Boulevard, Suite 800
Orlando, FL 32810-5920

3999000 Orange Co. FL.
02/20/92 11:00:35am

OR4376 PG0094

who ^{ate} is personally known to me or who has produced _____
(type of identification) as identification
and who did (did not) take an oath..

Denise D Phillips
Notary Public
Print Name: DENISE D PHILLIPS
Commission Number: CC030496
Commission Expires: _____

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JULY 16, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

rltwip\pembroke.cer

OR4376 PG0095

Exhibit A

- I. Section 2(d) of Article V, "Architectural Review Board" is hereby amended to read as follows:

ARTICLE V

ARCHITECTURAL REVIEW BOARD

SECTION 2. Duties. The ARB shall have the following duties and powers:

d. In the event an Owner of any Lot in the properties shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors of the Association and after a ten (10) day notice by the Board of Directors to the Lot Owners as to mowing and other lawn care matters and after a thirty (30) day notice by the Board of Directors to the Lot Owners ~~of-the~~ as to all other maintenance deficiencies and upon the approval of two-thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel to repair, maintain, and restore the lot and the exterior buildings and any other improvements erected directed thereon. The entry of such lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance and a Twenty Five Dollar (\$25.00) administrative fee and any actual attorney's, management and other fees and court costs relating thereto shall be added to and become part of the assessment to which such lot is subject.

- II. Sections 12 and 13 of Article VI, "Restrictive Covenants," are hereby amended and new sections 21 and 22 are added to Article VI to read as follows:

ARTICLE VI

RESTRICTIVE COVENANTS

SECTION 12. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in sanitary containers, ~~and, except during pickup, if required to be placed at the curb, all containers shall be kept at the rear of all living units or out of sight from the street.~~ No trash, rubbish, garbage, any other waste, garbage cans, garbage bags, containers of any kind, lawn clippings or debris or household items shall be placed in the front of the Living Unit for pickup or for any other purpose any earlier than twelve o'clock noon on the day before the

NOTE: ADDITIONS IN TEXT ARE INDICATED BY UNDERLINE, DELETIONS BY ~~STRIKEOUT~~.

Prepared By: Robert L. Taylor, Esquire
Gurry, Taylor & Carls, P.A.
1900 Summit Tower Boulevard, Suite 800
Orlando, FL 32810-5920

OR4376 PG0096

day that garbage and waste is picked up from that Living Unit. No such material shall ever be placed in the street at any time. All trash or garbage receptacles or containers must be removed from in front of the Living Unit no later than midnight of the day that garbage and waste is picked up from that Living Unit. Except for the times allowed above, all containers and receptacles must be kept at the rear of the Living Units or out of sight from the street.

SECTION 13. Offensive Activity. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is any way noxious, dangerous unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood; and, further no cows, cattle, goats, hogs, poultry or other like animals or fowl, shall be kept or raised on any Lot or any Living Unit; provided, however, that nothing herein shall prevent the keeping or raising of a normal household pet; provided, however, all such normal household pets shall either be kept on a leash or kept within an enclosed area; and, further provided that no such normal household pets shall be allowed to defecate on any Lot or other property other than the Lot upon which the pet owner resides. In no event shall such pets be kept, bred, or maintained for any commercial purposes. There shall be no exterior clothes lines or exterior TV antennas.

SECTION 21. Notice of Conveyances, Sales, Rentals, Leases and Transfers. No Lot Owner shall convey, sell, rent, lease, or otherwise transfer a Lot or Living Unit, or any interest therein to any third party without first giving the Association written notice of such transfer at least fifteen days prior to the date of the transfer. For purposes of this section, the date of transfer shall be the date that title transfers to the third party for conveyances and sales and the date that the tenant first resides in the Living Unit for leases, rentals and other transfers. Such notice must contain the name and address of the prospective transferee along with such other information reasonably required by the Association. Failure to give such information for sales of Lots or Living Units shall not act to void any such transfer.

SECTION 22. Leases; Minimum Terms, The Effect Thereof, and the Use of Recreational Facilities.

(a) Minimum Term. No Lot or Living Unit may be leased for a period of less than seven (7) months.

(b) Effect of Lease. The fact that a Lot or Living Unit is leased or rented to a tenant shall in no way relieve the owner of

NOTE: ADDITIONS IN TEXT ARE INDICATED BY UNDERLINE, DELETIONS BY ~~STRIKEOUT~~.

all duties and obligations imposed by this Declaration or by any other Association document on such owner. The owner shall remain ultimately liable and responsible for any violations of such documents. Notwithstanding this fact, all owners shall insure that all leases contain an appropriate provision requiring tenants to be subject to the terms of this Declaration and other Association documents and further providing that the violation of any of such terms shall likewise be a violation of the lease agreement. If such a clause is not so inserted, then pursuant hereto, all leases shall be construed to contain such a clause.

(c) Use of Recreational Facilities. When a Lot or Living Unit is leased or rented, the tenant shall have all use rights in the Recreational Facilities and the owner of the Lot or Living Unit shall not have such rights except as a guest. Nothing in this subsection shall interfere with the access rights of the owner as landlord pursuant to chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit such dual usage by an owner and a tenant.

III. Section 3 and Section 8 of Article VII, "General Provisions" are hereby amended to read as follows:

ARTICLE VII

GENERAL PROVISIONS

SECTION 3. Enforcement.

(a) In General. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, or both, and against the land to enforce any lien created by these covenants; failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) Fines.

Section 11.4. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

NOTE: ADDITIONS IN TEXT ARE INDICATED BY UNDERLINE, DELETIONS BY ~~STRIKEOUT~~.

1. Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a meeting of the Board of Directors at which time the Owner shall present reasons why penalties should not be imposed. At least six (6) days' notice of such meeting shall be given.

2. Hearing. The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. If the impartiality of the Board is in question, the Board shall appoint three (3) impartial Association Members to a special hearing panel.

3. Penalties. The Board of Directors (if its or such panel's findings are made against the Owner) may impose fines against the lot owned by the Owner as follows:

A. First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

B. Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

C. Third and subsequent non-compliance, or a violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

4. Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

5. Collection of Fines. The payment of fines imposed hereunder may be enforced by the use by any proceeding at law or in equity. If the Association incurs expenses, costs, and attorneys fees or is required to bring an action at law or in equity to collect the fine, then the violating member shall be liable to the Association for such costs, expenses, and attorneys fees.

6. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

7. Non-Exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any

NOTE: ADDITIONS IN TEXT ARE INDICATED BY UNDERLINE, DELETIONS BY STRIKEOUT.

rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

8. Non-Owners. A fine pursuant to this Section shall be assessed against the Owner of a lot which the violator occupies or was visiting at the time of the violation, whether or not the violator is an Owner of that lot, or, this violation is by an agent, tenant, employee, family member, guest, invitee, contractor, subcontractor or materialman.

SECTION 8. Amendments. This Declaration of Covenants and Restrictions may be amended by two-thirds (2/3) vote of the Board of Directors of the Association or by the Lot Owners at any duly called members meeting. The amendment procedure by the Lot Owners shall be as follows:

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of meeting at which the proposed amendment is being considered.

(b) Resolution of Adoption. A resolution adopting the proposed amendment may be introduced by the Board of Directors or by the members of the Association.

(c) Approval. The amendment must be approved by the affirmative vote of no less than fifty-one percent (51%) of the entire membership of the Association, such votes to be cast either in person, by proxy or by ballot if permitted by law.

All amendments, whether by the Board of Directors or by the members shall be attached to an Association Certificate setting forth that the amendment has been duly adopted in compliance herewith. The Association Certificate and the amendment shall become effective when they are recorded in the Public Records of Orange County, Florida.

~~at any time by the then Owners of at least seventy-five (75%) of the Lots by executing a written instrument affecting said changes and recording said instrument upon the Public Records of Orange County, Florida; provided, however, in no event shall any amendment be made to this Declaration without the prior written consent of Developer during such time as Developer shall continue to own any Lot in PEMBROOKE.~~

OR4376 PG0100

NOTE: ADDITIONS IN TEXT ARE INDICATED BY UNDERLINE, DELETIONS BY STRIKEOUT.

RECORDED & RECORD VERIFIED

Martha A. Haynie

County Comptroller, Orange Co., FL

THIRD AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
PEMBROOKE

THIS THIRD AMENDMENT to Declaration made this 5 day of April, 1989, by THE J. L. MASON GROUP OF CENTRAL FLORIDA, INC., a Florida corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, on June 28, 1988, the Developer filed the Declaration of Covenants and Restrictions of Pembroke (the "Declaration") in O.R. Book 4001, Page 1789, and thereafter amended the Declaration by First Amendment, recorded in O.R. Book 4007, Page 0791, and Second Amendment, recorded in O.R. Book 4051, Page 3120, all in the Public Records of Orange County, Florida; and

WHEREAS, the Developer desires to further amend the Declaration as permitted in Article VII, Section 8 of the Declaration at the request of the Veterans Administration; and

WHEREAS, the purpose of the Amendment is to clarify the provisions of Article IV, Section 1,(3) and Article IV, Section 3,h of the Declaration.

NOW, THEREFORE, in consideration of the above premises, Developer hereby amends the Declaration as follows:

1. Paragraph (3) of Section 1, Article IV is hereby modified by adding the following to said Paragraph:

"(3) Notwithstanding the foregoing to the contrary, the Developer shall be required to pay to the Association any deficiency in monies needed by the Association until such time as the Developer has sold and closed seventy-five (75%) percent of the Living Units at the Property or until December 31, 1992, whichever shall first occur."

2. Paragraph h of Section 3, Article IV is hereby amended by adding the following to said Paragraph:

"h. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof."

3. Developer hereby ratifies, approves and confirms that the Declaration, as amended and further amended hereby, shall remain in full force and effect in every respect.

4. This Third Amendment to Declaration shall be effective upon filing in the Public Records of Orange County, Florida.

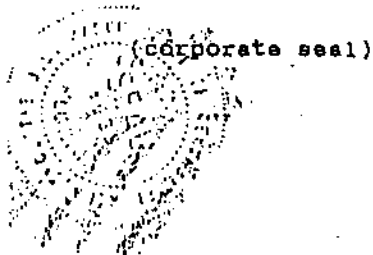
IN WITNESS WHEREOF, the Developer has caused the foregoing Amendment to the Declaration of Covenants and Restrictions of Pembroke to be executed and its corporate seal affixed by its undersigned duly authorized officer, this 5 day of April, 1989.

Signed, sealed and delivered in the presence of:

THE J. L. MASON GROUP OF CENTRAL FLORIDA, INC., a Florida corporation

Mary E. Stone
Rose M. Lowell

By: James E. Cooper
JAMES E. COOPER
Vice President



STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES E. COOPER, well known to me to be the Vice-President of THE J. L. MASON GROUP OF CENTRAL FLORIDA, INC., a Florida corporation, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of April, 1989.

Sandra J. Edwards
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 21, 1991

Return to:

This Instrument prepared by:
KENNETH F. OSWALD, ESQUIRE
Suite 110
600 Courtland Street
Orlando, FL 32804

OR4073161106

Rec Fee \$ 24.00 MARTHA G. HAYES
Add Fee \$ 3.00 Orange County,
Doc Tax \$ Comptroller
Int Tax \$ By CML
Total \$ 24.00 Deputy Clerk

RECEIVED

SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
PEMBROOKE

3180535 ORANGE CO., FL.
12:35:00PM 01/30/89

THIS SECOND AMENDMENT to Declaration made this 16th day of December, 1988, by THE J. L. MASON GROUP OF CENTRAL FLORIDA, INC., a Florida corporation, hereinafter referred to as "Developer".

OR4051PG3120

W I T N E S S E T H:

WHEREAS, on June 28, 1988, the Developer filed the Declaration of Covenants and Restrictions of Pembroke (the "Declaration") in O.R. Book 4001, Page 1789, and thereafter amended the Declaration by First Amendment, recorded in O.R. Book 4007, Page 0791, all in the Public Records of Orange County, Florida; and

WHEREAS, the Developer desires to further amend the Declaration as permitted in Article VII, Section 8 of the Declaration; and

WHEREAS, the purpose of the Amendment is to clarify the restrictive covenants as set forth in Article VI of the Declaration concerning the side yard widths and location of fences.

NOW, THEREFORE, in consideration of the above premises, Developer hereby amends the Declaration as follows:

1. Paragraph C of Section D, Article VI is hereby deleted in its entirety and replaced with the following paragraph:

"C. Side yards on all Lots on which single family residences are located shall be not less than six (6) feet in width. Non-common side yards on all Lots on which duplex/patio residences are located shall not be less than six (6) feet in width and common side yards on Lots on which duplex/patio units are located shall not be less than three (3) feet four (4) inches in width."

2. Paragraph B, Section 8 of Article VI is deleted in its entirety and replaced with the following paragraph:

"B. Fences shall not be permitted beyond the rear building line on Lots on which a single family residence is located nor beyond the common point of attachment on Lots on which duplex/patio units are located. Fences will also not be permitted within the Florida Gas Transmission or any other established easements as shown on the Plat.

At no time shall household pets, including dogs, cats or other animals, be located in fenced side yards between residences."

3. Developer hereby ratifies, approves and confirms that the Declaration, as amended and further amended hereby, shall remain in full force and effect in every respect.

4. This Second Amendment to Declaration shall be effective upon filing in the Public Records of Orange County, Florida.

RETURN TO:

This instrument prepared by:
KENNETH F. OSWALD
ATTORNEY-AT-LAW
600 COURTLAND ST., SUITE 110

IN WITNESS WHEREOF, the Developer has caused the foregoing Amendment to the Declaration of Covenants and Restrictions of Pembroke to be executed and its corporate seal affixed by its undersigned duly authorized officer, this 16th day of December, 1988.

Signed, sealed and delivered
in the presence of:

THE J. L. MASON GROUP OF
CENTRAL FLORIDA, INC.,
a Florida corporation

By: JAMES E. COOPER
Vice President

(corporate seal)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES E. COOPER, well known to me to be the Vice-President of THE J. L. MASON GROUP OF CENTRAL FLORIDA, INC., a Florida corporation, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State
last aforesaid this 16 day of DECEMBER, 1988.

Notary Public

My Commission Expires:

Apr. 15, 1966

Notary Public, State of Iowa.

My Commission Expires April 10, 1999

Approved: _____, Feb 1 1964 - [Signature]

OR 4051 PG 3121

JOINDER AND CONSENT TO
AMENDMENTS TO
DECLARATION OF COVENANTS AND RESTRICTIONS
PEMBROOKE

The undersigned hereby certifies that it is the owner of the following described Lots at the Pembroke Subdivision:

Lots 127A and B, 137A and B, and 141A and B, Pembroke, according to the plat thereof as recorded in Plat Book 22, Pages 7, 8, 9 and 10, Public Records of Orange County, Florida.

The undersigned hereby joins in and consents to the recording of both the First and Second Amendments to Declaration of Covenants and Restrictions of Pembroke, and agrees that the above described Lots are subject to the Declaration of Covenants and Restrictions of Pembroke and all Amendments thereto.

Executed this 15 day of December, 1988.

Signed, sealed and delivered
in the presence of:

Jim Pope
Muhl Bachy

THE RYLAND GROUP, INC.,
a Florida corporation

By: Arthur E. Bradford
ARTHUR E. BRADFORD
Division Manager

(corporate seal)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ARTHUR E. BRADFORD, well known to me to be the Division Manager of THE RYLAND GROUP, INC., a Florida corporation, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of December, 1988.

Kevin A. [Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 29, 1990
BONDED THRU GENERAL INS. CO.

OR4051PG3122

JOINDER AND CONSENT TO
AMENDMENTS TO
DECLARATION OF COVENANTS AND RESTRICTIONS
PEMBROOKE

The undersigned hereby certifies that it is the holder of an indenture of Mortgage upon the real property known as Pembroke, according to the plat thereof as recorded in Plat Book 22, Pages 7, 8, 9 and 10, Public Records of Orange County, Florida, said Mortgage being recorded in Official Records Book 3865, Page 2451, as modified by Mortgage Modification Agreements recorded in O.R. Book 3925, Page 1785, O.R. Book 3939, Page 2084, and O.R. Book 3954, Page 0419, and said Mortgage and Security Agreement was further modified by a Note and Mortgage Modification Agreement and Receipt for Future Advance, filed in O.R. Book 3960, Page 3457, all in the Public Records of Orange County, Florida; and the undersigned hereby joins in and consents to the recording of both the First and Second Amendments to Declaration of Covenants and Restrictions of Pembroke, and agrees that the lien of this Mortgage shall be subordinate and subject to said Declaration of Covenants and Restrictions and Amendments thereto of the Pembroke Subdivision, and all rights created thereunder.

Executed this 13th day of January, 1989.
~~December, 1988.~~

Signed, sealed and delivered
in the presence of:

BARNETT BANK OF CENTRAL FLORIDA,
N.A.

Quetta G. Oliver
Elizabeth J. Sepulveda

By: C.T. Loma Beck
Douglas A. Webb

STATE OF FLORIDA
COUNTY OF ORANGE

OR4051PG3123

I HEREBY CERTIFY that on this day, before, me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared C. Thomas Beck and Douglas A. Webb, the M.V. Pres. and R.E. Loma Officer of Barnett Bank of Central Florida, N.A., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of January, 1989.
~~December, 1988.~~

Joyce C. Schmitz
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JUNE 8, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER AND CONSENT TO
AMENDMENTS TO
DECLARATION OF COVENANTS AND RESTRICTIONS
PEMBROOKE

The undersigned hereby certifies that it is the owner of the following described Lots at the Pembroke Subdivision:

Lots 8, 9, 10, 11, and 13 through 33, inclusive, Pembroke, according to the plat thereof as recorded in Plat Book 22, Pages 7, 8, 9 and 10, Public Records of Orange County, Florida.

The undersigned hereby joins in and consents to the recording of both the First and Second Amendments to Declaration of Covenants and Restrictions of Pembroke, and agrees that the above described Lots are subject to the Declaration of Covenants and Restrictions of Pembroke and all Amendments thereto.

Executed this 30th day of December, 1988.

Signed, sealed and delivered in the presence of:

Rebecca A. Huter
Shirley J. Jiles

HOOKEE HOMES, INC.,
a Georgia corporation

By: [Signature]

(corporate seal)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Edward G. Keenan, well known to me to be the President of HOOKEE HOMES, INC., a Georgia corporation, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of December, 1988.

Deborah K. Matting
Notary Public
My Commission Expires:

NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 12, 1991.
BONDED THAT NOTARY PUBLIC UNDERWRITERS

RECORDED & INDEXED
Martha A. Hayes
County Comptroller, Orange Co., FL

FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
PEMBROOKE

THIS FIRST AMENDMENT to Declaration made this 17th day of August, 1988, by THE J. L. MASON GROUP OF CENTRAL FLORIDA, INC., a Florida corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, on August 22nd, 1988, Developer caused to be recorded in the Public Records of Orange County, Florida, the Declaration of Covenants and Restrictions of Pembroke, in O.N. Book 400, Page 1789, Public Records of Orange County, Florida (the "Declaration"); and

WHEREAS, the Developer in Article VII, Section 8 of the Declaration, reserved the right to amend the Declaration; and

WHEREAS, the Developer, desires to amend the Declaration solely for the purpose of clarifying the obligation of Builders who purchased Lots within the Property for paying Annual Assessments and Initiation Fees as described in Article IV of the Declaration.

NOW, THEREFORE, in consideration of the above premises, Developer hereby amends the Declaration as follows:

1. Any Builder who purchases Lots within the Property shall not be obligated to pay Annual Assessments pursuant to Article IV, Section 3, Sub-paragraph a, except in the amount, and the time, and in the manner provided in Article IV, Section 1, Sub-paragraph (3). A Builder shall also not be obligated to pay Initiation Fees upon purchase of a Lot as required by Article IV, Section 3, Sub-paragraph d. Provided, however, at such time as the Builder sells the Lot and living unit situated thereon to an Owner as defined in the Declaration, an Initiation Fee as provided in Article IV, Section 3, Sub-paragraph d, shall be due and payable to the Association.

2. Developer hereby ratifies, approves and confirms that the Declaration of Covenants and Restrictions of Pembroke as

RETURN TO:

This instrument prepared by:
 KENNETH F. OSWALD
 ATTORNEY-AT-LAW
 600 COURTLAND ST., SUITE 110
 ORLANDO, FLORIDA 32804

amended heroby, shall remain in full force and effect in every respect.

3. This First Amendment to Declaration shall be effective upon filing in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the Developer has caused the foregoing Amendment to the Declaration of Covenants and Restrictions of Pembroke to be executed and its corporate seal affixed by its undersigned duly authorized officer, this 17th day of August, 1988.

Signed, sealed and delivered in the presence of:

THE J. L. MASON GROUP OF
CENTRAL FLORIDA, INC.,
a Florida corporation

BY: James E. Cooper
JAMES E. COOPER
Vice President

(corporate seal)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES E. COOPER, well known to me to be the Vice-President of THE J. L. MASON GROUP OF CENTRAL FLORIDA, INC., a Florida corporation, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of August, 1988.

Notary Public
My Commission Expires:

Notary Public
Thomas H. Lohman
County Commissioner, Orange Co., FL

My Commission Expires: 1990
Notary Public, State of Florida

OR4007 PG0792

And Rec'd \$ _____
Due Tax \$ _____
Int Tax \$ _____
Total \$ 159.00

By K. L. L.
Deputy Clerk

3055250 ORANGE CO. FL.
12-56-20PM 07/29/88

DECLARATION OF COVENANTS
AND RESTRICTIONS
PEMBROOKE

OR4001 PG1789

THIS DECLARATION made this 28th day of June, 1988, by THE J. L. MASON GROUP OF CENTRAL FLORIDA, INC., a Florida Corporation, hereinafter referred to as "Developer":

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real property known as PEMBROOKE, according to the plat thereof as recorded in Plat Book 22, Pages 7, 8, 9 and 10, Public Records of Orange County, Florida; and

WHEREAS, the above described real property shall hereinafter be referred to as the "Property"; and

WHEREAS, Developer desires to create on the Property a residential community of ninety-six (96) single family detached residences and one hundred ninety-six (196) duplex residences with a recreation area including swimming pool, tennis court and related facilities, water retention, landscape, entrance and median landscape and fence areas being hereinafter collectively referred to as the "Greenbelt Areas", and

WHEREAS, Developer desires to provide for the preservation of the values in said community and for the maintenance of the Greenbelt Areas and to this end, desires to subject the Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, Developer deems it desirable, for the efficient preservation of the values and in said community, to create an agency to which will be delegated and assigned the power of maintaining the Greenbelt Areas: administering and enforcing the covenants and restrictions; collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall cause the Association referred to in Article I, to be incorporated as a non-profit corporation under the laws of the State of Florida for the purpose of exercising the functions aforesaid, copies of which Articles of Incorporation and Bylaws are attached as Exhibits "A" and "B", and are incorporated herein by this reference.

NOW, THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens, sometimes hereinafter referred to as "covenants and restrictions", hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in this Declaration or any supplemental declaration (unless the context shall otherwise prohibit), shall have the following meanings.

a. "Association" shall mean and refer to Pembroke Homeowners Association, Inc., a Florida corporation not for profit.

b. "Property" shall mean and refer to PEMBROOKE, according to the plat thereof as recorded in Plat Book 22, Pages 7, 8, 9 and 10, Public Records of Orange County, Florida, and

This instrument prepared by
Kenneth F. Ornduff
Attorney at Law
600 Courtland St., Suite 110
Orlando FL 32804

7
Pembroke - A.C.C. - King

such additions thereto as may hereafter be brought within the jurisdiction of the Association.

c. "Greenbelt Areas" shall mean and refer to Tract 1 which is a retention pond with landscape areas and walls and/or fencing; Tract 2 which is a retention pond with landscaping and/or a wall or fencing; Tract 3 which is a retention pond; Tract 4 which is a retention pond; Tract 5 which is a retention pond; Tract 6 which is a retention pond on which is imposed a Florida Department of Transportation Drainage Easement; Tract 7 is a recreation tract on which will be located the swimming pool tennis court, cabana and related facilities to be constructed by the Developer. All of such tracts are more fully shown and described on the plat of PEMBROOKE, according to the plat thereof as recorded in Plat Book 22, Pages 7, 8, 9 and 10, Public Records of Orange County, Florida.

d. "Lot" shall mean and refer to any plot of land, exclusive of the Greenbelt Areas, as shown upon the plat of PEMBROOKE, according to the plat thereof as recorded in Plat Book 22, Pages 7, 8, 9 and 10, Public Records of Orange County, Florida. The Lot shall also include a Living Unit at such time as a building is situated thereon.

e. "Living Unit" shall mean and refer to any portion of a building situated upon the Property, including the land upon which it rests, designed and intended for use and occupancy as a residence by a single family.

f. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and Living Unit which is situated upon the Property; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to the Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

g. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, below.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. The Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Orange County, Florida, and is more particularly described as follows, to wit:

PEMBROOKE, according to the plat thereof as recorded in Plat Book 22, Pages 7, 8, 9 and 10, Public Records of Orange County, Florida.

SECTION 2. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation, pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the property together with the covenants and restrictions established upon any other properties as one overall plan or scheme. No such merger or consolidation, however, shall effect any revocation,

change, or addition to the covenants established by this Declaration within the property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Membership. Every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any Lot, shall be a Member of the Association; provided, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

SECTION 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A: Class A Members shall be every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any Lot with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot.

Class B: Class B Members shall be the Developer and the Class B Member shall have three (3) votes for each Lot owned by said Member.

The Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- a. When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or,
- b. On December 31, 1993.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, any builder(s) who has purchased Lots within the Property and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges,
- (2) Special Assessments for capital improvements, including all costs associated therewith together with interest payments, if applicable, and other Association expenses not included in annual assessments for emergencies or unforeseen events. Such assessments to be established and collected as hereinafter provided.
- (3) The Developer for each Lot owned by it within the Property and any builder(s) to which the Developer has sold Lots within the Property hereby covenants to pay to the Association the Assessments set forth in paragraphs (1) and (2) above; provided, however, until such time as the Developer has sold and closed seventy-five percent (75%) of the Living Units or commencing on December 31, 1992, whichever shall first occur, the Developer and any builder(s) who have purchased Lots within the Property shall have the option to pay no less than twenty-five percent (25%) of the Lot Assessment.

Any annual and special assessments from time to time remaining unpaid, together with interest, cost, and reasonable attorney's fees, shall be a charge on the Lot and shall be a lien upon the Lot against which each such assessment is made, as provided in Section 3, g. of this Article. Each such assessment together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

SECTION 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents and the Property and in particular for the maintenance of the Greenbelt Areas, including, but not limited to:

- a. Payment of operating expenses of the Association;
- b. Maintenance, improvement, repair and operation of the Greenbelt Areas and other lands not owned by the Association, including but not limited to maintenance of the median and the fifty (50) foot right of way dedication area lying between Tracts 1 and 2 and the Plat of Pembroke and the edge of Hiwassee Road, or any other such additional lands as the Association may maintain for the benefit of its members.
- c. Repayment of funds and interest thereon that have been or may be borrowed by the Association for any of the aforesaid purposes;
- d. Doing any other thing necessary or desirable in the judgment of said Association, to keep the sub-division neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health, or safety hazards.

SECTION 3. Maximum Annual Assessments.

- a. Annual Assessment. Until January 1st of the year immediately following the conveyance of the first (1st) Lot by the Developer, the maximum annual assessment shall be ONE HUNDRED SEVENTY DOLLARS (\$170.00).
- b. Increase in Annual Assessment. From and after January 1st of the year immediately following the conveyance of the first (1st) Lot by the Developer, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of each class of membership. The maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a duly called meeting for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- c. Special Assessments for Capital Improvements. In addition to the Annual Assessments, the Association may levy in any assessment year a Special Assessment, applicable to that year only. Said assessment shall be levied by the Association for the purposes set forth in Article IV, Section 2, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of members who are voting in person or by proxy at a meeting called for this purpose.
- d. Initiation Fee. In addition to the annual assessment, the Developer, at the time of closing of the sale of each Lot, shall have the right to cause a one time Initiation Fee of FIFTY DOLLARS (\$50.00) to be paid to the Association. Such Initiation

Fee shall be used to defray the initial start-up costs and expenses of the Association.

e. Notice and Quorum for any Action Authorized Under Section 3 b and c. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3. b and c shall be sent to all members not less than ten (10) days for Section 3.b and thirty (30) days for Section 3.c nor more than sixty (60) days in advance of the meeting. At any such meeting so called, the presence of members or proxies entitled to cast thirty percent (30%) of all the votes of each Class of membership shall constitute a quorum.

f. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first (1st) day of the month following the conveyance of the first Lot and shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

g. Effect of Non-Payment of Assessment. If any assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereon as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the public records giving notice to all persons that the Association is asserting a lien upon the Lot.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum interest rate allowable under the laws of the State of Florida, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment interest, the cost of the action, including legal fees whether or not judicial proceedings are involved and including legal fees and costs incurred on any appeal of a lower court decision.

h. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Lot subject to assessment. The subordination shall not release such Lot from liability for any assessments now or hereafter due and payable.

i. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein: (i) all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all greenbelt area as defined herein; (iii) all property exempt from

taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

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

j. Uniform Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a quarterly, semi-annual or annual basis.

ARTICLE V

ARCHITECTURAL REVIEW BOARD

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the subject property, nor shall any exterior addition to or change or alteration therein be made, until the plan and specifications showing the nature, kind, shape, height, materials, and location of the same, shall be submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

SECTION 1. Composition. The Developer, upon the recording of the Declaration, shall immediately form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", initially consisting of three (3) persons designated by Developer. The ARB shall maintain this composition until control of the Association has been passed to the Owners other than the Developer. At such time the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board; provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as Developer owns any lots in the subject property or has not completed the general plan or development for the entire area owned by Developer, said general plan of development being more specifically described herein.

SECTION 2. Duties. The ARB shall have the following duties and powers:

a. To approve all buildings, fences, walls, pools, or other structures which shall be commenced, erected, or maintained upon the subject property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, kind, shape, height, materials, and location in relation to surrounding structures and topography;

b. To approve any such building plans and specifications and lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if, in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc., is not consistent with the development plan formulated by the Developer for the subject property or contiguous lands thereto;

c. To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision;

d. In the event an Owner of any Lot in the properties shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors of the Association and after a thirty (30) day notice by the Board of Directors to the

Lot Owner of the maintenance deficiencies and upon the approval of two-thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel to repair, maintain, and restore the lot and the exterior buildings and any other improvements directed thereon. The entry of each lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VI

RESTRICTIVE COVENANTS

The subject Property shall be subject to the following restrictions, reservations, and conditions, which shall be binding upon the Developer and upon each and every Owner who shall acquire hereafter a Lot or any portion of the subject property, and shall be binding upon their respective heirs, personal representatives, successors, and assigns, as follows:

SECTION 1. Land Use. No Lot shall be used except for residential purposes other than the recreation facilities located on Tract 9, PEMBROOKE, as described herein, except that real estate brokers, Owners, and their agents may show dwellings for sale or lease; but nothing shall be done on any Lot which may become a nuisance or unreasonable annoyance to the neighborhood. Every person, firm, or corporation purchasing a Lot recognizes that the Developer, his agents or designated assigns, or any builder(s) who has purchased unimproved Lots within the Property has the right to: (i) use the Lots and houses erected thereon for sales offices, field construction offices, storage facilities, general business offices; (ii) use the Greenbelt Areas in conjunction with all other Homeowners; (iii) maintain furnished model homes on the Lots which are open for public inspection, seven (7) days per week for such hours as are deemed necessary; and (iv) maintain a temporary sign easement on Lots 1, 12, 13, 25, 27, 39, 40, 63, 67A, 83B, 84B, 90B, 93A, 99B, 105B, 106B, 126B, 127A, 131A, 133A, 136A, 142A, 152A, 153A, 157A, 159B, 163, 169, 184, 185 and 194, PEMBROOKE, according to the plat thereof as recorded in Plat Book 22, Pages 7, 8, 9 and 10, Public Records of Orange County, Florida; and a perpetual sign easement on Tracts 1 through 9, PEMBROOKE, according to the plat thereof as recorded in Plat Book 22, Pages 7, 8, 9 and 10, Public Records of Orange County, Florida. It is the express intention of this paragraph that the rights granted to the Developer and any builder(s) who has purchased unimproved Lots within the Property to maintain sales offices, general business offices, and furnished model homes shall be restricted or limited to Developer's or said builder(s) sales activities relating to the sale or lease of dwellings and Lots in PEMBROOKE and subsequent Units or Phases, if any, subject to Orange County approval.

SECTION 2. Dwelling Size. All Living Units shall have a minimum of one thousand four hundred (1400) square feet of living area. The floor space within the garage, a breezeway, a porch, or an unfinished storage utility room shall not be included within the living area for the purpose of determining the minimum allowable living area.

SECTION 3. Building Location.

a. Front yards shall not be less than twenty-five (25) feet in depth measured from the front lot line to the front of any Living Unit.

b. Rear yards shall not be less than twenty-five (25) feet in depth measured from the rear lot line to the rear of any Living Unit, exclusive of patio.

c. Side yards on all Lots with single-family detached residences shall be not be less than six (6) feet in depth. Non-common side yards on all Lots with duplex residences shall not be less than six (6) feet in depth and common side yards on Lots with duplex units shall not be less than five (5) feet in depth.

d. All Living Units shall face to the front of the Lot.

e. All front, side and rear yard setbacks shall be subject to Orange County Zoning Regulations and Orange County approval.

SECTION 4. Living Unit Characteristics. No Living Unit shall exceed thirty-five (35) feet in height, nor exceed two (2) stories above street level. Each Living Unit shall have an enclosed double garage. No detached garage structure will be permitted. No garage, nor any portion thereof shall be converted into a living area.

SECTION 5. Exterior Materials. Only finished materials such as brick, stucco, painted siding, concrete block and wood shall be used for the exterior surfaces of buildings.

SECTION 6. Signs. No sign shall be displayed with the exception of a maximum of one (1) "For Sale" sign upon each lot not exceeding 36" x 24", and shall otherwise comply with the Orange County sign ordinances and regulations.

SECTION 7. Game and Play Structures. All basketball backboards and any other fixed game and play structure shall be located at the rear of the dwelling, or on the side portion of corner lots within the setback lines. Treehouses or platforms of a like kind or nature will not be constructed on any part of the lot located in front of the rear line of a Living Unit constructed thereon.

SECTION 8. Fences. After appropriate written approvals have been received from the ARB of the Homeowners Association, fences will be permitted, subject to the following restrictions:

a. Fences shall not exceed six (6) feet in height and shall be made of a wood material of a style and type approved by the ARB. Posts on stockade type fences must be installed to the inside of the Lot and hidden from public view. No chain link fence will be permitted.

b. Fences shall not be permitted beyond the front building line or within the Florida Gas Transmission Easements as shown on the Plat.

c. Fences shall not extend above the masonry wall described in Article I, Section 1.C. All fences on individual Lots must transition to meet the height of the aforesaid wall.

SECTION 9. Swimming Pools, Spas, or Hot Tubs. After appropriate written approvals have been received from the ARB and appropriate Orange County permits have been obtained, a swimming pool, spa, or hot tub may be permitted on a residential lot subject to the following restrictions:

a. Minimum rear setback shall be at least ten (10) feet from the rear lot line.

b. All swimming pools and spas shall be enclosed by a fence or pool enclosure; however, any fence must be in conformity with the requirements outlined in Section 8 hereof.

c. Pool screen enclosures must be anodized aluminum.

SECTION 10. Conditions of Building and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area. This restriction shall apply before, during, and after construction.

SECTION 11. Subordination of Lot Liens to Mortgages. The lien of any assessment against a Lot described in this Declaration shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the lots. This subordination shall not release such Lot from liability for any assessment now or hereafter due and payable.

SECTION 12. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept at the rear of all Living Units or out of sight from the street. No burning of trash or other waste materials shall be permitted.

SECTION 13. Offensive Activity. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood; and, further no cows, cattle, goats, hogs, poultry or other like animals or fowl, shall be kept or raised on any Lot or any Living Unit; provided, however, that nothing herein shall prevent the keeping or raising of a normal household pet; provided, however, all such normal household pets shall either be kept on a leash or kept within an enclosed area. In no event shall such pets be kept, bred, or maintained for any commercial purposes. There shall be no exterior clothes lines or exterior TV antennas.

SECTION 14. Trailers. No house or travel trailer, camper, boat trailer, boat, tent, barn, or similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently. This provision shall not apply to any temporary construction trailer owned by developer or other builders who have purchased unimproved Lots from the Developer placed upon the Property for the purpose of a temporary facility during the course of construction.

SECTION 15. Vehicles and Repair. No inoperative cars, trucks, campers, recreational vehicles, mobile homes, or any other type of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of 40 hours; provided, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle, on or adjacent to any Lot. No boats, campers, or recreational vehicles shall be allowed to be parked for over 24 hours in front of a Living Unit including the non-front street side of a corner Lot.

SECTION 16. Satellite Dishes. Satellite Dishes shall not be permitted on any Lot or Living Unit at the Property.

SECTION 17. Solar Panels. After appropriate written approvals have been received from the ARB and appropriate Orange County permits have been obtained, Solar Panels may be constructed on a Residential Lot. Solar Panels shall not be elevated on the roof of a Living Unit and shall only be located on the non-front street side of a Living Unit.

SECTION 18. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Said easements are reserved for the purpose described in and shown on the plat of PEMBROOKE, according to the plat thereof as recorded in Plat Book 22, Pages 7, 8, 9 and 10, Public Records of Orange County, Florida, and (i) the right to use the easement area to erect, install, maintain and use electric, telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, television, and/or other public conveniences or utilities; (ii) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar acts reasonably necessary to provide economical and safe utility installation; (iii) the right to maintain reasonable standards of health, safety and appearance, including landscaping; provided, however, that said easement, reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility or service. The easement area of each lot and all improvements in it, shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Homeowners Association, a public authority or utility company is responsible.

SECTION 19. Florida Gas Transmission Company Easements. Easements for underground gas transmission lines in favor of Florida Gas Transmission Company are reserved as shown on the recorded Plat. No permanent or temporary structure of any kind including fences shall be constructed along or over the Gas Transmission Easements as shown on the recorded Plat. The easement area which encumbers those Lots as shown on the recorded Plat shall be maintained continuously by the Owner of the Lot over which the Easements are located.

SECTION 20. Party Wall Facilities. Should the Developer desire to construct or cause to be constructed on the Property duplex residences, the Developer hereby makes the following declaration of party wall facilities:

a. Common Wall. The common wall shared by two Living Units located upon any Lot or Lots in Pembroke Subdivision, which common wall shall run along an imaginary line running in a plane between such Living Units and providing the decision line between the individual Living Units and dividing a Lot or Lots into two separate and distinct parcels, shall be a party wall for the perpetual benefit and use by the Owner, including his heirs, successors and assigns, of each Living Unit sharing such common wall.

b. Maintenance. In the event it shall become necessary or desirable to perform maintenance thereon or to repair or rebuild the whole or any part of the party wall, such expense shall be shared equally by the Owners of the Lot or Lots upon which the structure sharing the party wall is located. Where any such wall or any part thereof shall be rebuilt, it shall be erected in the same manner, at the same location as initially constructed, and shall be of the same size, of the same or similar materials and of a like quality, as permitted by the then applicable ordinances and statutes pertaining to such construction. Provided, however, that if such maintenance, repair or construction is required as a result of the sole neglect or willful misconduct of one of the Owners of the Living Units sharing said party wall, any expense incident to such maintenance, repair or construction shall be borne solely by the Owner causing the damage.

c. Limitations. Unless stipulated otherwise by agreement in writing between the parties, the Owner of the Living

Unit sharing a party wall with an adjoining similar structure shall not have the right to cut windows or other openings in the party wall, nor to make any alterations, additions or structural changes to the party wall, other than is required for maintenance.

d. Use. The purchaser of any Living Unit or Lot or portion thereof adjoining a party wall shall have the right to the full use of said party wall for whatever purpose such may choose to employ, subject to the limitations that such use shall not infringe upon the right of the Owner of the adjoining parcel underlying the structure, nor shall such Owner interfere with the enjoyment of said party wall or in any manner impair the value of said party wall or violate any restrictions or regulations imposed in connection with the use of the party wall by any governmental body or authority.

e. Perpetuity. All party walls are to be constructed in accordance with the terms of this Agreement and shall remain party walls for the perpetual use and benefit of the respective Owners of each of the Lots or portions thereof in Pembroke Subdivision, their successors, heirs, grantees and assigns.

f. Easement for Encroachment. Title to any Lot or portion thereof shall be subject to an easement for encroachment caused by settlement or movement of the common party wall described herein or minor inaccuracies in construction, which easement shall continue until such encroachment no longer exists.

g. Arbitration. Any controversy or claim arising out of or relating to the provisions of this Section 19 entitled Party Wall Facilities, or the breach thereof, which may properly be submitted to arbitration, shall be settled under common law arbitration in accordance with the rules of the American Arbitration Association and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and the property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action.

SECTION 2. Notices. Any notices required to be sent to any member or Owner under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such meeting.

SECTION 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, or both, and against the land to enforce any lien created by these covenants; failure by the Association or any Owner

to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. Waiver of Minor Violations. Developer, its successors or assigns, reserves the right to waive any violations of the covenants contained in this Declaration, in the event Developer shall determine, in its sole discretion, that such violations are minor or dictated by the peculiarities of a particular Lot configuration or topography.

SECTION 5. Attorney's Fees. In the event any action shall be brought by the Developer, its successors or assigns, or by the Association or any Owner for the purpose of enforcing the provisions contained in this Declaration, it is expressly understood and agreed that all costs, including reasonable attorney's fees, incurred by any moving party in such legal proceeding which result in the successful enforcement hereof, shall be borne in full by the defendant in such proceedings.

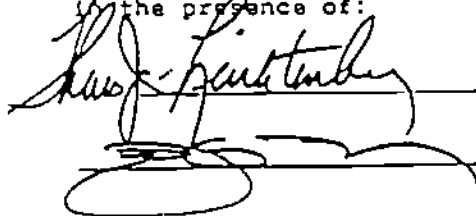
SECTION 6. Severability. Invalidity of any one of these covenants and restrictions by judgment or court order, shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 7. FNMA/FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association, the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner or the Veterans Administration; annexation of additional property, dedication of common area, and amendment of this Declaration of Covenants and Restrictions.

SECTION 8. Amendments. This Declaration of Covenants and Restrictions may be amended by two-thirds (2/3) vote of the Board of Directors of the Association or at any time by the then Owners of at least seventy-five percent (75%) of the Lots by executing a written instrument affecting said changes and recording said instrument upon the Public Records of Orange County, Florida; provided, however, in no event shall any amendment be made to this Declaration without the prior written consent of Developer during such time as Developer shall continue to own any Lot in PEMBROOKE.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as of the date and year first above written.

Signed, sealed, and delivered
in the presence of:



(Corporate Seal)

THE J. L. MASON OF FLORIDA GROUP
OF CENTRAL FLORIDA, INC.,
a Florida corporation

By: 

"Developer"


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STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and in the County aforesaid, to take acknowledgments, personally appeared Thomas P.C. McCarthy, well known to me to be the Vice President of THE J. L. MASON GROUP OF CENTRAL OF FLORIDA, INC., a Florida Corporation, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and in the State last aforesaid this 28th day of June, 1988.

Cathy Clapton
Notary Public
My Commission Expires: Feb 23, 1991
Notary Public, State of Florida
My Commission Expires Feb: 23, 1991

A circular notary seal for Cathy Clapton, Notary Public, State of Florida. The seal contains the text "NOTARY PUBLIC STATE OF FLORIDA" around the perimeter and "Cathy Clapton" in the center.

OR4001 PG1801

JOINER AND CONSENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
PEMBROOKE

THE UNDERSIGNED hereby certifies that it is the holder of an Indenture of Mortgage on the property described herein, recorded in O.R. Book 3865, Page 2451, as modified by Note and Mortgage Modification Agreements recorded in O.R. Book 3925, Page 1758, O.R. Book 3939, Page 2084 and O.R. Book 3954, Page 0419, and said Mortgage and Security Agreement was further modified by a Note and Mortgage Modification Agreement and Receipt for Future Advance recorded in O.R. Book 3960, Page 3457, all in the Public Records of Orange County, Florida, and the undersigned hereby agrees that the lien of its said Mortgage, as modified, shall be subordinate to the provisions of the Declaration of Covenants and Restrictions of Pembroke Subdivision.

Signed, sealed, and delivered
in the presence of:

BARNETT BANK OF CENTRAL FLORIDA,
N.A., a National Banking
Corporation

Sherry L. Winston
Joyce C. Schmitz

By: C. Thomas Beck
Attest: Mary Frances Cebalier

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and in the county aforesaid to take acknowledgments, personally appeared O. Thomas Beck and Mary Frances Cebalier, respectively President and Vice President of BARNETT BANK OF CENTRAL FLORIDA, N.A., to me known to be the individuals and officers described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the official seal of the corporation is duly affixed thereto and the same is the free act of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of May, 1988.

Sharon L. Givler
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: NOV. 17, 1991
APPROVED THROUGH NOTARY PUBLIC UNDERWRITERS

Exhibit "B"

BYLAWS

OF

PEMBROOK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is PEMBROOKE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Suite C, 1160 S. Semoran Blvd., Orlando, Florida, 32807, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

SECTION 1. "Association" shall mean and refer to PEMBROOKE PARK HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

SECTION 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Greenbelt Areas" shall mean and refer to Tract 1 which is a retention pond with landscape areas and walls and/or fencing; Tract 2 which is a landscape median with signage; Tract 3 which is a retention pond with landscaping and/or a wall or fencing; Tract 4 which is a retention pond; Tract 5 which is a retention pond; Tract 6 which is a retention pond on which is imposed a Florida Department of Transportation Drainage Easement; Tract 7 is a retention pond; Tract 8 is a landscape median with

signage; Tract 9 is a recreation tract on which will be located the swimming pool, tennis court, cabana and related facilities to be constructed by the Developer. All of such tracts are more fully shown and described on the plat of PEMBROOKE, according to the plat thereof as recorded in Plat Book 22, Pages 7, 8, 9 and 10, Public Records of Orange County, Florida.

SECTION 4. "Lot" shall mean and refer to any plot of land, exclusive of the Greenbelt areas, as shown upon the plat of PEMBROOKE, according to the plat thereof as recorded in Plat Book 22, Pages 7, 8, 9 and 10, Public Records of Orange County, Florida. The Lot shall also include a Living Unit at such time as a building is situated thereon.

SECTION 5. "Living Unit" shall mean and refer to any portion of a building situated upon the Property, including the land upon which it rests, designed and intended for use and occupancy as a residence by a single family.

SECTION 6. "Owner" shall mean and refer to the record Owner whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

SECTION 7. "Developer" shall mean and refer to THE J. L. MASON GROUP OF CENTRAL FLORIDA, INC., a Florida Corporation, and its successors and assigns.

SECTION 8. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the

Properties recorded in the Office of the Clerk of the Circuit Court, Orange County, Florida.

SECTION 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

SECTION 10. "Definition of Terms" shall mean and refer to the definitions set forth in these Bylaws, together with the Definitions set forth in the Articles of Incorporation of the Association and the Declaration all of which are incorporated herein by this reference.

ARTICLE III

MEETING OF MEMBERS

SECTION 1. Annual Meetings. The first Annual Meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the Annual Meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

SECTION 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of,

the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days nor more than thirty (30) days before such meeting to each member entitled to vote therea, addressed to the member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in case of a Special Meeting, the purpose of the meeting.

SECTION 4. Quorum. The presence at the meeting of members entitled to cast, or proxies entitled to cast, thirty percent (30%) of the votes of each Class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

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ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

SECTION 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors, who need not be members of the Association.

SECTION 2. Term of Office. At each Annual Meeting, the members shall elect each member of the Board of Directors for a term of one (1) year, or until their successor is appointed.

SECTION 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be elected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

SECTION 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

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ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the members to serve from the closing of such Annual Meeting until the close of the next Annual Meeting and such appointment shall be announced at each Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

SECTION 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

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ARTICLE VI

MEETINGS OF DIRECTORS

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour and as frequently as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same hour on the next day which is not a legal holiday.

SECTION 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

SECTION 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

A. Adopt and publish rules and regulations governing the use of the Greenbelt Areas and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

B. Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any

assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days from infraction of published rules and regulations.

C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from THREE (3) consecutive regular meetings of the Board of Directors.

E. Employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties.

SECTION 2. Duties. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the Annual Meeting of the members, or at any Special Meeting when such statement is requested in writing by one fourth (1/4) of the Class A members who are entitled to vote.

B. Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed.

C. As more fully provided in the Declaration to:

1. Fix the amount of the annual assessment against

each Lot at least thirty (30) days in advance of each annual assessment period.

2. Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period.

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

D. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

E. Procure and maintain adequate liability and hazard insurance on property owned by the Association.

F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

G. Cause the Greenbelt Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Officers. The officers of this Association shall be a president, and vice president, who shall at all times be members of the Board of Directors, a secretary,

and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

SECTION 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

SECTION 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of any officer he replaces.

SECTION 7. Multiple Offices. The office of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. Duties. The duties of the officers are as follows:

A. President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

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

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

D. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall

disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Annual Meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Review Board as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The Books, records, and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable costs.

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ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowable under the laws of the State of Florida, and the Association may bring an action against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Greenbelt Areas or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "PEMBROOKE HOMEOWNERS ASSOCIATION, INC. a corporation not for profit".

ARTICLE XIII

AMENDMENTS

SECTION 1. During the first year of existence of this corporation, the Board of Directors shall have the power and

authority to alter and amend these Bylaws at a regular or special meeting of the Board by a majority vote of such Board; thereafter, the Bylaws may be altered, amended, added to, or rescinded at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner or the Veterans Administration shall have the right to veto amendments while Developer owns seventy five percent (75%) of the Lots in PEMBROOKE SUBDIVISION.

majority
9 BOD
1st yr

SECTION 2. In the case of any conflicts between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year except that the first year shall begin on the date of incorporation.

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IN WITNESS WHEREOF, we, being all of the Directors of
PEMBROOKE HOMEOWNERS ASSOCIATION, INC., have hereunto set our
hands and seals this 29 day of November, 1988.
Signed, sealed, and delivered
in the presences of:

Jim Aoki

Betty Hamacher

Jim Aoki

Betty Hamacher

Jim Aoki

Phyllis J. Moke

Carroll O. Bauman
CARROLL BAUMAN

John S. Perry
JOHN S. PERRY

Michael J. Shilts
MICHAEL J. SHILTS