

JOINDER 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 1750, 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:

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

Sherry L. Winston
Joan C. Schmitz

By: C. Thomas Beck

Attest: Mary Frances Ceballos

(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 Ceballos, respectively President and Vice President of DARNETT 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: Nov. 17, 1991

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: NOV. 17, 1991
FORGED THRU NOTARY PUBLIC UNDERWRITERS

001.001 001.000

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 Cook
Muhl Bily

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.

Karin C. Daniel
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 20, 1990
POWERED INTO GENERAL 123, 000.

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.

Martha G. Oliver
Evelyn J. Sepulveda

By: C.T. Loma-Berk
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 Berk and Douglas A. Webb, the H.V. Pres. and B.C. Loma-Berk 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 December, 1988.

Jayne C. Schmitz
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: JUNE 8, 1992.
FORGED THRU NOTARY PUBLIC UNDERWRITING.

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:

Robert H. Bates
Sheryl Ailes

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.

Dorothy K. Matting
Notary Public
My Commission Expires: [Signature]

NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 12, 1991

RECORDED & SECOND SERVICE

Martha A. Haynes
County Coroner, Orange Co., FL

OR 4051 PG 3124

OR4007 PG0791

FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
PEMBROOKE.

THIS FIRST AMENDMENT to Declaration made this 27th 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.R. 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 hereby, 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
John H. Linder
(Notary Commission Expires 12/31/90)

OR4007 PG0792

Rec Fee \$ 21.00 MARTHA O. HANDEL
 Add Fee \$ 3.00 Orange County
 Doc Tax \$ _____ Comptroller
 Int Tax \$ _____ By CNL
 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".

OR4051 PG3120

W I T N E S S E T H:

WHEREAS, on June 28, 1980, 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.

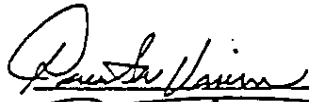

4. This Second Amendment to Declaration shall be effective
 upon filing in the Public Records of Orange County, Florida.

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:

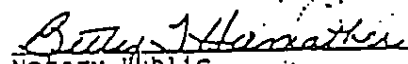

JAMES E. COOPER
Vice President

(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. 10, 1991 Notary Public, State of Florida
My Commission Expires April 10, 1991
Notarized Here, File Here - Notary Seal

OR4051PG3121

Int Tax \$

By CLWTotal \$ 19.50

Deputy Clerk

on 4073 PG 1105

**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. [Signature]
Rose M. Lawell

By: [Signature]
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 5th day of April, 1989.

[Signature]
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

OR 6073161106

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 maf
Total \$ 33.00 Deputy Clerk

PEMBROOKE HOMEOWNERS
ASSOCIATION, INC.

By: Sharon Jacoby
Sharon Jacoby, President

Attest: Robert Russell
Robert Russell, Secretary

Signed, sealed and delivered
in the presence of:

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

WITNESS 1:

Carol J. Young
Print Name: Carol J. Young

OR4376 PG0094

WITNESS 2:

Jenna W. Hart
Print Name: Jenna W. Hart

STATE OF FLORIDA
COUNTY OF Seville

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

who ^{all} ~~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.

rltwlp\penbrooke.cer

OR4376 PG0095

Exhibit A

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

ARTICLE VARCHITECTURAL 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 VIRESTRICTIVE 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
Curry, Taylor & Carls, P.A.
1900 Summit Tower Boulevard, Suite 800
Orlando, FL 32810-5920

0R4376 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~~.

OR4376 PG0098

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~~.

OR4 376 PG0099

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 PEMBRÖÖKE--~~

OR4376 PGO100

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

RECORDED & RECORD VERIFIED

Martha A. Haynes

County Comptroller, Orange Co., FL

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 E. 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 IVCOVENANT 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.

0R4520 PG2865

cedarc\pembrook.amd

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

RECORDED & FILED VERIFIED

Martha O. McGuire
County Comptroller, Orange Co., FL