

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

OR Bk 6476 Pg 4237
 Orange Co FL 2002-0123619
 03/12/2002 11:15:58am
 Rec 19.50

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 February, 2002, Orange County, Florida on this 5th day of

WITNESSES:

Anna M. Conner
 Print Name: ANNA M. CONNER

Victor Battamore
 Print Name: VICTOR BATTAMORE

Anna M. Conner
 Print Name: ANNA M. CONNER

Victor Battamore
 Print Name: VICTOR BATTAMORE

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 Langley Park CT, 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


OR Bk 6476 Pg 4239
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:

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

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



**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

Mari Beth Moreland
Signature of Witness
MARI BETH 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 Kenseley
Orlando, FL

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF OrangeOR 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 Delia 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

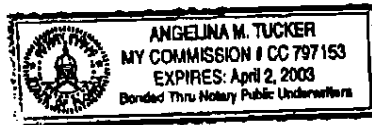


EXHIBIT "A"**THIRTEENTH AMENDMENT****PEMBROOKE**

- I. Sections 3(b) and (c), "Maximum Annual Assessments" of Article IV "COVENANT FOR MAINTENANCE ASSESSMENT" are hereby amended to read as follows:

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENT

* * *

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 Assessments.** From and after January 1st of the year immediately following the conveyance of the first (1st) Lot by the Developer **and until January 1, 2003**, 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.~~ **From and after January 1st, 2003, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the majority of the membership present at the duly called meeting in person or by proxy for this purpose. Written notice of which will 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 and Insufficient Operating Funds.** 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 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 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 **through a majority vote of the Board of Directors.**

- II. Section 5 "Exterior Materials" of Article VI "RESTRICTIVE COVENANTS" is hereby deleted in its entirety and a new Section 5 is created to read as follows:

ARTICLE VI
RESTRICTIVE COVENANTS

* * *

SECTION 5. Exterior Materials.

1. **Subject to subparagraphs 2 and 3 below, Only brick, stucco, painted wood siding and, painted concrete siding, Masonite hardboard siding, fiber cement siding with a wood grain finish or vinyl products** 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.

2. Fiber cement siding and vinyl products are subject to the following additional requirements.

A. Fiber Cement Siding:

i. Fiber cement siding is made of a mixture of Portland cement, fiber, other elements such as sand and clay, and water. Examples of fiber cement siding include Hardiplank/Hardipanel from James Hardie Building Products and WeatherBoards from Certain Teed.

B. Vinyl Products:

ii. All exterior siding, fascia, soffit and trim, may be replaced with vinyl products, but only under the following conditions:

a. Vinyl products must be certified under the VSI (Vinyl Siding Institute) Vinyl Siding Certification Program.

b. Vinyl products must have a wood grain finish and colors must be approved by the ARB.

c. Vinyl products must not be installed over rotting wood or Masonite. All rotting materials must be removed prior to vinyl installation.

d. Vinyl siding products must have weep holes along the bottom butt edge to allow proper ventilation.

- e. Prior to vinyl siding installation, a weather-protective barrier (e.g., house wrap or felt paper) must be applied to the house.
- f. It is strongly recommended that additional vinyl product be purchased at the time of installation in the event that it might be needed for future repairs.
- g. The thickness of vinyl siding products must be .042 inches or more.

III. Section 7 "Game and Play Structures" of Article VI "RESTRICTIVE COVENANTS" is hereby amended to read as follows:

ARTICLE VI
RESTRICTIVE COVENANTS

* * *

SECTION 7. Games and Play Structures. Except as provided below relating to the basketball backboards, all basketball backboards and any other fixed game and play structures, including but not limited to, swing sets and playhouses shall be located at the rear of the dwelling Living Unit, 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 the Living Unit constructed thereon.

Basketball backboards shall be located on the Lots as follows:

Rear Yard Installation: Basketball backboards may be located at the rear of the Living Unit, so long as they are portable.

Front Yard Installation: Basketball backboards may be located in front of the Living Unit subject to the following standards:

A. All such backboards must be adjacent to the driveway midway between the garage and the sidewalk and, if possible, at least eight (8) feet from the sidewalk.

B. Either portable basketball backboards or permanent installations are acceptable

For purposes of this rule, permanent backboard means the installation of the same with an in-ground concrete base and a metal pole attached to the backboard. Wood posts set in the ground are not permitted.



OR Bk **6629** Pg **6274**
Orange Co FL 2002-0479359
Recorded - Martha O. Haynie

- 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:

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

INSTR 20040024299
OR BK 07265 PG 3088
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
01/14/2004 10:21:26 AM
REC FEE 10.50

**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 Harriall
Signature of Witness
Monique Harriall
Print Name

By: Alfred Delio
President

Print Name: Alfred Delio

Address: 2668 Rangelan
Orlando, FL

Markisha Dunlap
Signature of Witness
Markisha Dunlap
Print Name

Monique Harriall
Signature of Witness
Monique Harriall
Print Name

Attest: Julie Greenthal
Secretary

Print Name: Julie Greenthal

Address: 2668 Rangelan Ct

Markisha Dunlap
Signature of Witness
Markisha Dunlap
Print Name

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Orange

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 _____





INSTR 20050450054
 OR BK 08058 PG 2292 PGS=2
 MARTHA O. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
 07/07/2005 12:16:48 PM
 REC FEE 18.50

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 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 Nordberg Sully
Signature of Witness
Nancy Nordberg 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: 2668 Ransley
Orlando, FL

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

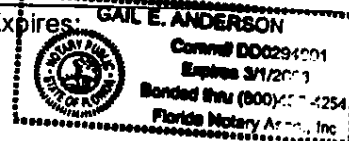
(CORPORATE SEAL)

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



Pem001 cer15