Total $ 159.00 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 Pembrooke 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. Oswald
Attorney-at-law
660 Courthouse Sq., Suite 110
Orlando FL 32804

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 full 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 unforseen 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, which ever 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 Pembrooke and the edge of Hiawassee 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 such 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, 84D, 90D, 93A, 99B, 105B, 106B, 126D, 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 assesement 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 Pembrooke 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 Owner 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 Pembrooke 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. Invalidation 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:

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

By:

"Developer"

(Corporate Seal)

OR4001 PG1800

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. MANSON 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 29th day of June, 1988.

Cathy Clapp
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Feb. 23, 1992

OR4001 PG1801

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 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 Pembrooke Subdivision.

Signed, sealed, and delivered in the presence of:

Sherry L. Winston

Joyce C. Schmitz

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

By: C. Thomas Beck

Attest: Mary Frances Cebuhar

(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 Cebuhar, respectively Executive Vice 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.

Notary Public
My Commission Expires:

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