

Prepared by and Return to:

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

WHEREAS, that certain Declaration of Covenants and Restrictions for Pembroke was recorded at Official Records Book 4001, Page 1789, Public Records of Orange County, Florida, as amended from time to time (the "Declaration"); and

WHEREAS, Article VII, Section 8 of the Declaration states that the Declaration may be amended by two-thirds (2/3) vote of the Board of Directors of the Association or by the Lot Owner at any duly called meeting; and

WHEREAS, Pembroke Homeowners Association, Inc. (the "Association") desires to amend its provisions regarding fences and subordination of lien to mortgages and include provisions regarding working capital contribution and individual assessments; and

WHEREAS, the necessary vote of the Board of Directors was obtained as required per Article VII, Section 8 of the Declaration to amend the Declaration.

NOW, THEREFORE, pursuant to the amendment procedures set forth in Article VII, Section 8 of the Declaration, the following Amendment is hereby adopted:

1. Article VI, Section 8 of the Declaration is amended to read as follows:

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

a. Except as provided in subparagraph d below, fences shall not exceed six (6) feet in height and shall be made of wood, metal, 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 beige color. Wood fences are to be left in their natural color. Wood fences must be constructed of a pressure treated type wood to prevent termite infestation and water damage. Approved metal fences must be black. Notwithstanding the above, no chain link fences will be permitted.

b. Fences shall not be located in front and side yards. Rear yard fences are permitted but may not extend forward of the back wall of the main structure of the Living Unit. Notwithstanding the above, if a Living Unit, as originally constructed, has a side door, the rear yard fence may be extended forward into the side yard to the extent necessary to incorporate the side door into the fenced rear yard. In addition, the Association may allow fences to extend into side yards if, after a full variance hearing, the Board determines that it would be a hardship on the owner of the Lot to forbid same. The specific

standards for the granting of denying of a variance will generally be based on the governmental standards used by Orange County, Florida and shall be adopted and revised by the Board from time to time as a rule. Fences will not be permitted within the Florida Gas Transmission Easements. Fences will only be allowed in other established easements as shown on the Plat if they will not damage or interfere with the installation and maintenance of utilities or if they will not change the direction of flow of drainage channels in the easement, or if they will not obstruct or retard the flow of water through drainage channels in the easements.

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

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

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

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

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

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

~~easement, or if they will not obstruct or retard the flow of water through drainage channels in the easements.~~

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

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

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

2. Article IV, Section 1 of the Declaration shall be amended to add a new subsection (4) which shall read as follows:

(4) Working Capital Contribution. In addition to the assessments provided for herein, any transfer of title to a Lot will require the new Owner to provide the Association with a contribution to the working capital in the amount of three (3) months' worth of the annual assessment. The working capital contribution may be used by the Association for any purpose not expressly prohibited by this Declaration or Florida Law, including defraying its operating budget.

3. Article IV, Section 1 of the Declaration shall be amended to add a new subsection (5) which shall read as follows:

(5) Individual Assessment. The Association may impose an Individual Assessment upon any Owner whose use or treatment of Common Areas, or a Lot is not in conformance with a restriction, rule, condition, convenient, reservation as adopted by the Association or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with the use restrictions imposed by this Declaration. By example and not by way of limitation, the Association may impose an Individual Assessment upon any Owner who violates the terms of the Declaration and legal counsel is employed or retained to pursue the Owner for a violation of this Declaration. All attorneys' fees and costs incurred shall be the subject of said Individual Assessment regardless of whether said attorneys' fees and costs are incurred before trial, at trial, or in any administrative or statutorily required proceeding, such as mandatory presuit mediation, or on appeal.

4. Article IV, Section 3(h) of the Declaration shall be amended to read as follows:

h. Subordination of Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage from an institutional lender. The sale or transfer of a Lot pursuant to mortgage foreclosure of a first mortgage by an institutional lender or a proceeding in lieu thereof shall not affect the lien for unpaid assessments which fell due prior to the date of the sale or transfer. Such transfer shall not affect the liability for assessments of the lien for assessments falling due

after the date of sale or transfer. The maximum amount of assessments for which an institutional lender holding a first mortgage of record on any Lot which acquires title by foreclosure or deed in lieu of foreclosure is liable shall be as provided by Chapter 720, Florida Statutes (2024), as may be amended, from time to time. Institutional lenders that acquire title by foreclosure of a first mortgage of record on any Lot or deed in lieu of foreclosure shall be liable for all assessments accruing after their acquisition of title. Any third party who acquires title of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall further be jointly and severally liable with the previous Owner(s) for all unpaid assessments that came due up to the time of transfer of title. Notwithstanding the foregoing, nothing shall prevent the Association from meeting any obligations of the Owner under any mortgage or lien superior to the lien of the assessments in order to protect its lien; if so done, all such expenditures, including all costs and reasonable attorneys' fees shall also become part of the assessment protected by the lien. There shall never be any obligation of the Association to undertake such expense, only the right to do so at its sole discretion. The lien of the assessments provided 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.

5. Article IV, Section 2(g) of the Declaration shall be amended to read as follows:

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 representative, 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 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.

In addition to any other rights and remedies of the Association hereunder or under Florida law in connection with an Owner's or Member's failure to timely pay Assessments or any installments thereof, the Association may also charge an administrative late fee ("Late Fee") not to exceed the greater of Twenty-Five and 00/100 Dollars (\$25.00) or five percent (5%) percent of the amount of each installment that is paid past the due date. If in the future, Section 720.3085(3)(a) is amended to permit the Association to charge a higher Late Fee, then the immediately preceding sentence shall be deemed automatically amended to permit the Association to charge such higher Late Fee.

CERTIFICATE OF AMENDMENT

I, Adam Lee, as President of Pembroke Homeowners Association, Inc. (hereby certify that this Amendment was approved by two-thirds (2/3) of the Board of Directors at a duly called meeting of the Board of Directors which was held on 9/25, 2024.

Witnesses:

Pembroke
Homeowners Association, Inc.

Megan Lane
Witness Signature
Print Name: Megan Lane
Date: 9/30/24
Address: 2680 Rangeley Ct.
Orlando, FL 32835

By: Cal Lee
Adam Lee, as President
c/o Sentry Management, Inc.
2180 W SR 434, Suite 5000
Longwood, FL 32779
Date: 9/30/24

ATTEST:

Chris
Witness Signature
Print Name: Chris
Date: 9/30/24
Address: 2674 Rangeley Ct
Orlando, FL 32835

By: Joseph Sanislo
Joseph Sanislo, as Vice President
c/o Sentry Management, Inc.
2180 W SR 434, Suite 5000
Longwood, FL 32779
Date: 09/30/2024

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of September 2024, by Adam Lee, as President of Pembroke Homeowners Association, Inc., who is personally known to me or has produced _____ as identification, and Joseph Sanislo, as Vice President of Pembroke Homeowners Association, Inc., who is personally known to me or has produced _____ as identification.

Undsey Thigpen
Notary Signature
Notary Stamp or Seal:

