



INSTR # 100282338
 OR BK 30514 PG 1298
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 COMMISSION
 BROWARD COUNTY
 DEPUTY CLERK 2005

This instrument was prepared by:
 Gary A. Poliakoff, J.D.
 Becker & Poliakoff, P.A.
 3111 Stirling Road
 Fort Lauderdale, Florida 33312

FIRST AMENDMENT
 TO THE
 MASTER DECLARATION FOR PEMBROKE SHORES

WHEREAS, the Master Declaration for Pembroke Shores was recorded on May 31, 1995 in Official Records Book 23500, commencing at Page 0320 of the Public Records of Broward County, Florida, by Pasadena Homes, Inc., Heftler Realty Co., and K. Hovnanian, as Declarant; and

WHEREAS, Paragraph 10 (Amendment) of the Master Covenants provides that so long as any Parcel Developer comprising Declarant owns any property, or holds any mortgage encumbering any property other than a unit, this Declaration may be amended from time to time by Declarant and without the consent of the Community Association, or any Owner, and no amendment may be made by the Owners without the written joinder of Declarant; and

WHEREAS, Pasadena Homes, Inc., one of the Parcel Developer(s), which continues to own property as defined within Paragraph 10 of the Master Covenants, wishes to amend the Master Covenants to clarify the manner in which the expense of maintenance and operation of the irrigation system will be handled.

NOW, THEREFORE, Pasadena Homes, Inc. as a Declarant, hereby amends the Master Covenants for Pembroke Shores as follows:

2.14.5 Common Irrigation System. ~~If the LOTS within any PARCEL are irrigated by means of a common irrigation system which only serves the LOTS within the PARCEL, or any PARCEL AREAS of the PARCEL, then all costs associated with the maintenance, operation and repair of such common irrigation system shall be PARCEL EXPENSES.~~

a. The maintenance, care and operation of the pump stations, clocks, controllers, main lines and branch lines up to and including the control valve on each LOT shall be the responsibility of the COMMUNITY ASSOCIATION.

b. The maintenance, care, adjustment, and operation of all lines and heads on any LOT shall be the responsibility of each UNIT OWNER. However, if any main lines cross a LOT, the COMMUNITY ASSOCIATION shall be responsible for care and maintenance, except in the case of damage by a UNIT OWNER.

c. It is recommended that any repairs to the system on a UNIT OWNER'S LOT be performed by a licensed contractor. However, UNIT OWNERS may make their own repairs provided that all installations, materials and heads used must meet standards set forth by the COMMUNITY ASSOCIATION. In the event a UNIT OWNER installs improper materials or makes an improper installation, then in that event the COMMUNITY ASSOCIATION may require the UNIT OWNER to correct the condition or, in the alternative, the COMMUNITY ASSOCIATION may correct the condition and the cost thereof shall be the responsibility of the UNIT OWNER.

d. If a UNIT OWNER causes damage to any main line crossing their property, or cause the need to repair adjacent irrigation systems, then the damaging party shall be held responsible. The COMMUNITY ASSOCIATION shall require a cash bond before the approval of any fence, landscaping, pool or other improvement that may effect the irrigation system.

IN WITNESS WHEREOF, the Pasadena Homes, Inc. being a Declarant under the Master Declaration for Pembroke Shores has executed this First Amendment to the Master Declaration for Pembroke Shores this 25 day of April, 2000.

Witness

Almond Scott
George Herkman

Pasadena Homes, Inc., A Florida Corporation

By: Bonnie L. Renzi
 Bonnie L. Renzi, Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

OR BK 30514 PG 1299

The foregoing instrument was acknowledged before me this 25 day of April, 2000, by
Bonnie L. Renzi, Vice President of Pasadena Homes, Inc., a Florida corporation.

Personally Known OR
Produced Identification

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign Deborah Lea Scopa
print DEBORAH LEA SCOPA

My Commission expires:

