This instrument was prepared by: Lisa A. Woliner, Esq. Becker & Poliakoff, P.A. 3111 Stirling Road Fort Lauderdale, Florida 33312 INSTR # 101460341 OR BK 32335 PG 1602

RECORDED 11/07/2001 10:42 AM COMMISSION BROWARD COUNTY DEPUTY CLERK 2020

## SECOND 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 23508, 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, Centerline Homes, Inc. is the assignee and successor to Pasadena Homes, Inc., one of the Parcel Developer(s), and which continues to own property as defined within Paragraph 10 of the Master Covenants, wishes to amend the Master Covenants to more clearly delineate restrictions

NOW, THEREFORE, Centerline Homes, Inc. as a Successor Declarant and Parcel Developer, as that term is defined in Article 1.10 of the Declaration, hereby amends the Master Covenants for Pembroke Shores as follows:

- 6.3. Fences and Walls. Fences and walls shall not be permitted in the front of any UNIT. No fence or wall shall be installed without the consent of the APPROVING PARTY as to the location, height and type of fence or wall. No wood fences, including wood shadowbox fences, and no galvanized chain link fences (except as specified below) are permitted within the SUBJECT PROPERTY. All fences and walls must be maintained in good condition at all times. Fences may be constructed of vinyl covered chain link, pvc, wrought iron, aluminum or other materials approved by the APPROVING PARTY. In approving any fence or wall, the APPROVING PARTY may give due consideration to such matters as easements, drainage, berms or other physical characteristics of the applicable LOT or PROPERTY, and the affect of the fence or wall on the surrounding community. No fence, wall or other barrier improvement shall exceed five (5) feet in height on a street side on a corner property and the APPROVING PARTY may establish different criteria for the placement and location of fences, walls and similar structures on corner lots or other irregular shaped lots than as may be required for other lots within the community.
- 6.15. Landscaping. All PROPERTY containing a UNIT, or owned in conjunction with the ownership of a UNIT, or owned and/or operated by a PARCEL ASSOCIATION, shall be tastefully landscaped in accordance with any criteria established by the APPROVING PARTY, to the waterline of any abutting lake or canal and to the pavement edge of any abutting road or parking area. Lawns shall be primarily grass, and shall not be paved or covered with gravel, artificial turf or other covering unless permitted by the APPROVING PARTY. All diseased or dead sod, plants, shrubs or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be removed. All landscaping shall be regularly maintained in a first-class condition and appearance, including mowing, trimming, fertilization, irrigation, and weed, insect and disease control. All landscaping improvements, after the initial approval, shall be approved by the APPROVING PARTY as set forth in Article 5 of this Declaration. No hedges within twenty-five (25) feet of a lake maintenance easement shall exceed five (5) feet in height. No hedges shall be planted, placed, grown or maintained within any lake maintenance or other easement, unless specifically approved, in writing, by the APPROVING PARTY and any other party to the easement involved. Underground sprinkler systems serving any LOT or any PROPERTY containing a UNIT shall not be connected to the City water system. Any underground sprinkler system which utilizes water supplied by a well shall utilize a rust inhibitor system approved by the APPROVING PARTY, so that rust deposits will not accumulate on any building, wall or paved area. No artificial grass, plants or artificial vegetation shall be placed or maintained upon the exterior portion of any PROPERTY without the consent of the APPROVING PARTY.
- 6.18. Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's unit or a fenced or a walled-in yard, except for tasteful patio furniture and accessories, Bar-B-Q grills, playground equipment, and other personal property commonly kept outside, which must be kept in the rear of the LOT and must be neat appearing and in good condition. Notwithstanding the foregoing, play structures not

exceeding ten (10) feet in height may be maintained up to ten (10) feet forward of the rear line of the home on the lot, so long as the play structure is enclosed by an approved fence, wall or hedge. No above-ground pools (other than "kiddie pools" which must be stored inside when not in use) shall be permitted anywhere within the community.

6.19. Basketball Backboards. Only professionally manufactured basketball backboards are permitted, which must be installed on back poles, with a white or clear backboard, and must be approved by the APPROVING PARTY. No garage or roof mounted basketball backboards are permitted. No Portable basketball backboards may be kept outside of a UNIT overnight, so long as they are maintained in a neat, attractive, first-class manner and are placed no farther from the home than the midpoint of the driveway on the opposite side of the walkway leading to the home. The APPROVING PARTY may require any portable basketball backboard not meeting the above requirements (in the APPROVING PARTY'S discretion) be stored when not in use.

IN WITNESS WHEREOF, Centerline Homes, Inc., being a Parcel Developer as a successor to Pasadena Homes, Inc., under the Master Declaration for Pembroke Shores has executed this First Amendment to the Master Declaration for Pembroke Shores this 2001.

Centerline Homes, Inc., a Florida Corporation, by assignment from Pasadena Homes, Inc., A Floridal Corporation

Associations

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this Advaday of Corporation.

NOTARY PUBLIC STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA

Produced Identification \_\_\_

Type of Identification

662899\_1.DOC

OFFICIAL NOTARY SEAL M VILDOSOLA NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC911645 MY COMMISSION EXP. MAR. 12,2004

M. VICDOSOLA

My Commission expires: