



Restated Declaration Of Restrictive
Covenants
For
The Pembroke Isles Community

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Pembroke Isles Homeowners' Association
1401 N.W. 169th Avenue
Pembroke Pines, Florida 33028

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RESTATED DECLARATION OF RESTRICTIVE COVENANTS
FOR
THE PEMBROKE ISLES COMMUNITY

THIS RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR THE PEMBROKE ISLES COMMUNITY (this "Declaration") is made as of September 30, 1996 by LENNAR HOMES, INC., a Florida corporation ("Lennar") and joined in by PEMBROKE ISLES HOMEOWNERS ASSOCIATION, INC. a Florida not-for-profit corporation ("Association") and TRIPLE S ASSOCIATES, a Florida joint venture ("Triple S").

R E C I T A L S

A. Lennar recorded that certain Declaration of Restrictive Covenants Pembroke Isles (the "First Declaration") in Official Records Book 22952 at Page 42 of the Public Records of Broward County, Florida respecting the residential community located in Broward County known as Pembroke Isles.

B. The First Declaration was amended by virtue of that certain Amendment to Declaration of Restrictive Covenants Pembroke Isles recorded in Official Records Book 23235 at Page 321 of the Public Records of Broward County, Florida (the "First Amendment"); that certain Second Amendment to Declaration of Restrictive Covenants Pembroke Isles recorded in Official Records Book 23235 at Page 323 of the Public Records of Broward County, Florida (the "Second Amendment"); and that certain Third Amendment to Declaration of Restrictive Covenants Pembroke Isles recorded in Official Records Book 25323 at Page 0819 of the Public Records of Broward County, Florida (the "Third Amendment").

C. Lennar recorded that certain First Annexation Notice to the Declaration of Restrictive Covenants recorded in official Records Book 23692 at Page 339 ("First Notice") and that certain Second Annexation Notice to the Declaration of Restrictive Covenants in official Records Book 24138 at Page 808 ("Second Notice"); all of the public Records of Broward County, Florida.

D. The First Declaration, First Amendment, Second Amendment, First Notice, Second Notice, and Third Amendment are hereinafter collectively referred to as the "Original Declaration").

E. At this time the original Declaration is very difficult to interpret and use because:

(a) it is comprised of several different documents recorded at different times; and

(b) it does not have an index; and

(c) it includes numerous provisions which are not applicable to Pembroke Isles (e.g., references to Neighborhoods); and

(d) it also partially incorporated a completely separate and independent document (the Pembroke Isles Club Covenants).

Therefore, Lennar wishes to restate the Original Declaration in order to address the foregoing issues and to more clearly separate the Pembroke Isles Club Covenants into a separate document for ease of understanding.

F. Triple S owns portions of Pembroke Isles, although Lennar anticipates purchasing all of such property pursuant to an existing purchase and sale agreement between Triple S and Lennar.

G. Lennar and Triple S are the owners of the real property in Broward County, Florida, more particularly described in Exhibit 1 attached hereto and made a part hereof ("Lennar Lots"). Due to changes in their development plans, Lennar and Triple S desire to subject all of the Lennar Lots to additional covenants and restrictions, as hereinafter set forth. Lennar and Triple S agree

that from and after this date, the Lennar Lots shall be subject to each and every provision contained in this Restatement. All persons who accept conveyance of any portion of Pembroke Isles from and after the date that this Restatement is recorded in the Public Records shall have been deemed to accept each and every provision of this Declaration as a covenant running with the land.

H. Section 6 of Article V and Article VIII of the Original Declaration permit the Declarant to adopt Rules and Regulations prior to the Community Completion Date. Declarant hereby adopts such Rules and Regulations, and incorporates them as part of this Declaration.

I. This Declaration is a covenant running with all of the land comprising Pembroke Isles, and each present and future owners of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, Lennar and Triple S hereby declare that every portion of Pembroke Isles is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. Original Declaration. The Original Declaration shall be of no further force and effect as it is replaced entirely by this Declaration.

3. Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"A La Carte Programming" shall mean those video programming services offered on a per-channel or per-program basis.

"ACC" shall mean the Architectural Control Committee established pursuant to Section 19.5 hereof.

"Agreement of Purchase and Sale" shall mean the Agreement of Purchase and Sale between Triple S and Lennar dated July 31, 1992, as amended. Notice of the termination of the rights of Lennar pursuant to the Agreement of Purchase and Sale, if any, may be effected by recording a termination of the Memorandum of Agreement in the Public Records by the Infrastructure Developer (as hereinafter defined).

"Apartment Building" shall mean any multifamily structure with individual residential apartments which are leased (and not sold) on an individual basis. An Apartment Building does not include a building submitted to condominium ownership.

"Articles" shall mean the Restated Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

"Association" shall mean the Pembroke Isles Homeowners Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, Restated Articles, the Restated By-Laws, and Regulations, and Restated Community Standards

"Board" shall mean the Board of Directors of Association.

"By-Laws" shall mean the Restated By-Laws of Association in the form attached hereto as Exhibit 3 and made a part hereof.

"Club" shall mean the Pembroke Isles Club, including the land and club facilities provided for the Owners pursuant to the provisions of Club Covenants.

"Club Charges" shall mean the charges related to the Club to be paid by the Owners pursuant to the provisions of the Club Covenants including, without limitation, the Club Fee.

"Club Covenants" shall mean Pembroke Isles Restated Club Covenants together with all amendments and modifications thereof. A copy of the Club Covenants is attached hereto as Exhibit 4 and made a part hereof. This Declaration is subordinate in all respects to the Club Covenants.

"Club Fee" shall mean the fee to be paid to the Club Owner by each Owner pursuant to the provisions of this Declaration and the Club Covenants.

"Club Manager" shall mean the entity operating and managing the Club at any given time. As provided in the Club Covenants, Association may, at the direction of Club Owner, be required to act as Club Manager from time to time.

"Club Operating Costs" shall have the meaning set forth in the Club Covenants.

"Club Owner" shall mean the owner of the Club, its successors and assigns. Presently the Club Owner is Lennar.

"Common Areas" shall mean all real property (and interests therein and improvements thereon) and personal property within Pembroke Isles, as they exist from time to time, and all additions thereto, designated as Common Areas by Declarant, Infrastructure Developer, or as shown on a Plat, or as conveyed to Association, or as designated by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within Pembroke Isles. The Common Areas may include, without limitation, Surface Water Management System, open space areas, internal buffers, perimeter buffers, improvements, easement areas owned by others, additions, lakes, fountains, irrigation pumps, irrigation lines, parks, sidewalks, streets, street lights, service roads, walls, commonly used utility facilities, project signage, parking areas, other lighting, entranceways, features, entrance gates and gatehouses. The Common Areas do not include any portion of a Home or the Club. The Common Areas do include the wetland Environmental Area. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

"Community Completion Date" shall mean the date upon which all Homes in Pembroke Isles, as ultimately planned and as fully developed, have been conveyed by Declarant to owners.

"Community Development Districts" shall mean South Broward Drainage District and any other development, taxing, or service districts which may be created in the future and which provides various services and facilities to Pembroke Isles which may include, without limitation, formation, construction, operation, inspection and maintenance of water management and drainage facilities and easements, roads, community irrigation systems, landscaping,

entry features, gate facilities and entry systems, features, and street lighting.

"Community Development Facilities" shall mean the property and/or facilities owned and/or operated by South Broward District or any other Community Development District.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 20 hereof.

"Condominium Association" shall mean any condominium association responsible for maintaining the common elements to Homes forming a condominium.

"Contractors" shall have the meaning set forth Section 19.12.2 hereof.

"Data Transmission Services" shall mean enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declarant" shall mean Lennar and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Declarant hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Declaration" shall mean this Declaration together with all amendments and modifications thereof.

"District" shall mean the South Broward Drainage District.

"Home" shall mean a residential home and appurtenances thereto constructed on a Parcel within Pembroke Isles. A Home shall include, without limitation, a condominium unit, coach home, villa, townhouse unit, single family home, zero lot line home, and each residential apartment within an Apartment Building. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Completion for such residence; provided, however, the subsequent loss of such Certificate of Completion (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Individual Assessments" shall have the meaning set forth in Section 17.1.5 hereof.

"Infrastructure Developer" shall mean Triple S and its successors or assigns. Infrastructure Developer is constructing the basic infrastructure within Pembroke Isles and selling various development parcels to the Declarant pursuant to the Agreement of Purchase and Sale. In the event that all development parcels within Pembroke Isles are not sold to Declarant, for whatever reason, then such parcels may be developed by the Infrastructure Developer.

"Lake Slope Maintenance Standards" shall have the meaning set forth in Section 14.10 hereof.

"Lawn Maintenance Standards" shall have the meaning set forth in Section 11.5.

"Lender" shall mean the holder of a first mortgage encumbering a Parcel or Home.

"Master Plan" shall mean collectively the any full or partial concept plan for the development of Pembroke Isles, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Declarant as to the development of Pembroke Isles or its amenities, as Declarant reserves the right to amend all or part of the Master Plan from time to time.

"Maximum Share" shall have the meaning set forth in Section 17.4.2 hereof.

"Monitoring System" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of Pembroke Isles. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Homes, or any combination thereof.

"Monthly Assessments" shall have the meaning set forth in Section 17.1.1 hereof.

"Multichannel Video Programming Service" shall mean any method of delivering video programming to Homes. By way of example, and not of limitation, the term Multichannel Video Programming Service may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, or any combination thereof.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts required to maintain the surface water management system; all amounts payable in connection with any private street lighting agreement between Association and FPL; amounts payable to a Service Provider for Telecommunication Services furnished to all owners; utilities; taxes; insurance; bonds; Monitoring System costs; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder and/or under the Club Covenants, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration and/or the Club Covenants.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Declarant, Club Owner, or a Lender. A purchaser of a Parcel who thereafter builds one or more Homes upon such Parcel shall be deemed an Owner with respect to each such Home. For example, an Owner of an Apartment Building is an Owner with respect to each Home within such Apartment Building.

"Parcel" shall mean a platted or unplatted lot, tract, or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"Party wall" shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

"Pembroke Isles" shall mean the real property described in Exhibit 5 hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Declarant may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Pembroke Isles.

"Permit" shall mean any permits issued by SFWMD in connection with Pembroke Isles including, but not limited to, Permit No. 0602034-W.

"Plat" shall mean any plat of any portion of Pembroke Isles filed in the Public Records, as the same may be amended by Declarant, from time to time.

"Public Records" shall mean the Public Records of Broward County, Florida.

"Reserves" shall have the meaning set forth Section 17.1.4 hereof.

"Rules and Regulations" shall mean the Rules and Regulations governing Pembroke Isles as adopted by the Board from time to time.

"Service Provider" shall mean any party contracting with Association to provide Owners with one or more Telecommunication Services. Declarant may be a Service Provider.

"SFWMD" shall mean the South Florida Water Management District.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 17.1.2 hereof.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, lakes, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Pembroke Isles surface water management system includes those works authorized by SFWMD pursuant to the Permit.

"Telecommunication Services" shall mean local, intraLATA, and interLATA voice telephony and data transmission service, Multichannel Video Programming Service, and Monitoring System. Without limiting the foregoing, such Telecommunication Services may include the provision of the following services: Toll Calls, Data Transmission Services, and A La Carte Programming.

"Telecommunication Systems" shall mean the transmission facilities required and/or used in order to provide Telecommunication Services. Without limiting the foregoing, Telecommunication systems may include wires, conduits, electronic equipment, pipes, wireless cell sites, computers, modems, satellite dishes, and transmission facilities.

"Title Documents" shall have the meaning set forth in Section 24.8 hereof.

"Toll Calls" shall have the meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

"Use Fees" shall have the meaning set forth in Section 17.1.3 hereof.

"Wetland Environmental Area" shall mean Parcel J of Lakes of Western Pines Replat recorded in Plat Book 157 at Page 46 of the Public Records and any other area designated as Wetland Environmental Area by Declaration. The Wetland Environmental Area(s) shall be Common Areas.

"Working Capital Fund" shall have the meaning set forth in Section 17.10 hereof.

"Yard" shall mean the yard of a single family home. In the event that there is any question about what portion of a single family home is part of the Yard, Association's determination shall be final.

"Zero Lot Line Wall" shall mean a wall built directly on a lot line which forms part of a Home commonly known as a zero lot line. If there is any question about whether a Home is a zero lot line residence, or which portion of a residence is a Zero Lot Line Wall, the Association's determination shall be final.

4. Plan of Development. The planning process for Pembroke Isles is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Declarant's buyers. Subject to the Title Documents, Declarant may wish and has the right to develop Pembroke Isles and adjacent property owned by Declarant into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Pembroke Isles as finally developed.

5. Term/Amendment.

5.1. Term. The term of this Declaration shall be perpetual. Each Owner, by acceptance of title to a Home or Parcel, and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

5.2. General Restrictions on Amendments. Notwithstanding any provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant, Infrastructure Developer, or Club Owner unless such amendment receives the prior written consent of Declarant or Club owner, as applicable, which may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records. So long as there is a Class B Member of Association, any amendment to this Declaration which materially affects the rights of the owners requires the prior approval of HUD.

5.3. Prerequisites to Amendment. This Declaration may be amended at any time, and from time to time, upon the recordation of an instrument executed by the Association upon vote of two-thirds (2/3) of the Owners. For the purposes of this Section, the Declarant and the Infrastructure Developer shall be considered Owners and shall be entitled to one vote for each Home owned by them.

6. Annexation and withdrawal.

6.1. Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of Pembroke Isles by Declarant or after Declarant's rights pursuant to the Agreement of Purchase and Sale have been terminated, by the Infrastructure Developer. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any Parcel or Home). In the event that the Declarant or Infrastructure Developer desire to annex additional lands which are not presently contained within the legal description for Pembroke Isles, such annexation shall require the approval of HUD. Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Pembroke Isles. Such amendment may contain additions to, or modifications of, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Community Completion Date, only Declarant and Infrastructure Developer may add additional lands to Pembroke Isles.

6.2. Annexation by Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed by a properly adopted amendment to this Declaration.

6.3. Withdrawal. Prior to the Community Completion Date, any portions of Pembroke Isles (or any additions thereto) may be withdrawn by Declarant and, if applicable, the Infrastructure Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Declarant to withdraw portions of Pembroke Isles shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Pembroke Isles shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any Parcel or Home). Association shall have no right to withdraw land from Pembroke Isles. The withdrawal of any portion of Pembroke Isles by Declarant shall, prior to the Community Completion Date, require the consent of the Infrastructure Developer.

6.4. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Declarant, or, if applicable, the Infrastructure Developer, shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Pembroke Isles for various public purposes, or for the provision of Telecommunication Systems, or to make any portions of Pembroke Isles part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Pembroke Isles. In addition, the Common Areas of Pembroke Isles may include decorative improvements, berms, waterfalls, and waterbodies. Declarant may remove, modify, eliminate or replace these items from time to time in its sole discretion. Declarant specifically reserves the right to change the layout, composition, and design of all Common Areas. Sales brochures, site plans, and marketing materials are not guarantees or representations as to what facilities, if any, will be included within the Common Areas.

7. Dissolution

7.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other

than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association. If Association is dissolved, the assets shall be dedicated to a public body, or conveyed to a non profit organization with similar purposes.

7.2. Applicability of Declaration after Dissolution. In the event of dissolution of Association, Pembroke Isles and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments and the Club specified in this Declaration and/or the Club Covenants. Each Owner shall continue to be personally obligated to the successors or assigns of Association and/or Club Owner, as the case may be, for Assessments and Club Charges to the extent that Assessments and Club Charges are required to enable the successors or assigns of the Association and/or Club Owner to properly maintain, operate and preserve the Common Areas and/or Club. Without limiting the foregoing, the obligation of each Owner to pay the Club Fee shall survive the dissolution of the Association. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Pembroke Isles which had been Common Areas and/or comprised part Club and continue to be so used for the common use and enjoyment of the Owners.

8. Binding Effect and Membership.

8.1. Agreement. Each Owner by acceptance of title to a Home and any person claiming by, through, or under such owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

8.2. Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the owner's title to that Home shall terminate the owner's rights to the use of and enjoyment of the Common Areas and/or Club as it pertains to that Home and automatically transfers such rights to the successors in title. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration.

8.3. Membership. Upon acceptance of title to a Home and as more fully provided in the Articles and By-Laws, each Owner becomes a Class A member of the Association. Membership rights are governed by the provisions of the Articles and By-Laws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Home. The Declarant is the Class B member of the Association. The Class B membership ceases and converts to Class A membership upon the earlier of the following:

(a) 75% of the Homes are deeded to owners. (b) December 19, 2002.

8.4. Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated

pursuant thereto shall apply to both such Owner and the designated occupants.

8.5. Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

8.6. Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Declarant or Club Owner, or conflict with the provisions of this Declaration.

9. Operation of Common Areas

9.1. Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association, any portion of the Common Areas owned by Declarant shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Declarant in its sole discretion deems appropriate. During such period, Declarant shall own, operate, and administer the Common Areas without interference from any owner or Lender of a Parcel or Home or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. Declarant has no obligation or responsibility to construct or supply any such Common Areas of Association, and no party shall be entitled to rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Declarant, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein.

9.2. Operation After Conveyance. After the conveyance or dedication of all or a portion of the Common Areas to the Association, the portion of the Common Areas so conveyed or dedicated shall be operated and administered by Association for the use and benefit of the owners of all property interests in Pembroke isles, including, but not limited to, Association, Declarant, Infrastructure Developer, Club Owner, Owners and Lenders. Subject to Association's right to grant easements, and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Community Completion Date, the approval of (a) a majority of the Board; and (b) the written consent of Declarant, Infrastructure Developer, and Club Owner, or (ii) from and after the Community Completion Date, approval of (a) a majority of the Board; (b) two-thirds (2/3) of all of the Owners, and (c) the written consent of the Club Owner being first had and obtained. For the purposes of this Section, Declarant shall be considered an Owner and shall be entitled to one vote for each Home it owns. Mortgaging of the Common Areas shall require the prior approval of HUD so long as a Class B Membership exists. Notwithstanding anything contained in this Declaration to the contrary, the conveyance of Common Areas to Declarant or the Infrastructure Developer shall not require the consent of the Owners if such Common Areas was previously dedicated or conveyed to Association be Declarant or the Infrastructure Developer.

9.3 Construction of Common Areas Facilities. Declarant or Infrastructure Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Declarant or Infrastructure Developer, as the case may be, determines in its sole discretion. Declarant, or Infrastructure Developer, as the case may be, shall be the sole judge of the composition of such facilities and improvements. Prior to the

Community Completion Date, Declarant, or Infrastructure Developer, as the case may be, reserves the absolute right to from time to time, in its sole discretion, construct additional Common Areas facilities and improvements within Pembroke Isles, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Declarant or Infrastructure Developer, as the case may be, is not obligated to, nor has it represented that it will, modify or add to, the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Declarant, or if applicable, the Infrastructure Developer, as the case may be, is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

9.4. Delegation. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Further, in the event that Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.5. Paved Common Areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all roads, pathways, bicycle paths, and sidewalks forming a part of the Common Areas. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all roads and sidewalks forming a part of the Common Areas by a licensed paving contractor and/or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration, and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, trading, or other maintenance work should be performed by a company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.6. Use.

9.6.1. Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Declarant, or Infrastructure Developer, as the case may be, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder. Without limiting the foregoing, Club Owner and all persons having a right to use the Club (whether or not they are Owners or members of the general public) shall have the right to use

the Common Areas for pedestrian and vehicular ingress and egress to the Club for all purposes, and for maintenance, repair, and replacement of the Club. If ingress or egress to any Home is through the Common Areas, any conveyance or encumbrance of such area is subject to the owner's easement.

9.7. Rules and Regulations.

9.7.1. Generally. Prior to Community Completion Date, the Declarant, or, Infrastructure Developer, as the case may be, and thereafter Association, shall have the right to adopt Rules and Regulations governing Pembroke Isles. The Rules and Regulations shall not be effective until recorded in the Public Records. The Common Areas and the other portions of Pembroke Isles shall be used in accordance with this Declaration and Rules and Regulations promulgated relating thereto. The Rules and Regulations promulgated from time to time shall be specifically enforceable by injunction or otherwise, and shall have the effect of covenants as if set forth herein verbatim.

9.7.2. Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant, or its designees, or Infrastructure Developer, or to any property owned by any of them, and shall not be applied in a manner which would prohibit or restrict the development or operation of the Club or adversely affect the interests of the Declarant. Without limiting the foregoing, Declarant, and/or its assigns, as the case may be, shall have the right to: (i) develop and construct commercial and industrial uses, Homes, Common Areas and the Club and related improvements within Pembroke Isles, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Pembroke Isles), general office and construction operations within Pembroke Isles; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Pembroke Isles for sales, construction storage or other purposes; (iv) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Pembroke Isles owned by Declarant, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Pembroke Isles including, without limitation, Parcels and Homes; (v) excavate fill from any lakes or waterways within and/or contiguous to Pembroke Isles by dredge or dragline, store fill within Pembroke Isles and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Pembroke Isles and use and/or sell excess plants and trees; and (vi) undertake all activities which, in the sole opinion of Declarant, are necessary lands and improvements comprising Pembroke Isles.

9.7.3. Exceptions. The Rules and Regulations shall not apply to Club Owner, or its designees, or to any property within Pembroke Isles owned by Club Owner. The Rules and Regulations shall not be applied in a manner which would prohibit or restrict the development of the Club or affect the interests of Club Owner. The rights of Club Owner are more specifically set forth in the Club Covenants.

9.7.4. Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas, and/or the Club or any other act of omission by any of them, shall be construed or considered (a) a breach by Declarant, Infrastructure Developer, Club Owner or other person or entity or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or construction dispossession of another Owner from the Common Areas,

and/or the Club; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.7.5. Conveyance. Within sixty (60) days after the Community Completion Date, or earlier as determined by Declarant in its sole discretion, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by Quitclaim Deed from Declarant to Association. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Association shall pay all of the costs associated with the dedication or conveyance.

9.7.6. Disputes as to Use. If there is any dispute as to whether the use of any portion of Pembroke Isles complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and/or, if applicable, the Infrastructure Developer and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

9.7.7. Right to Allow Use. Declarant and/or if applicable, Infrastructure Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the owners, Service Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Declarant and Club Owner. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors, and the consent of Club Owner, which consent shall not be unreasonably withheld or delayed.

9.7.8. Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Declarant, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this

covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

9.7.9. Waterbodies. Declarant and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody or waterfall within Pembroke Isles. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home with the prior approval of the ACC. No fence, dock, or other structure may be placed within any lake maintenance easement except by Club Owner within the property comprising the Club. No swimming or motorized boating is permitted. No docks may be installed except by Club Owner within the property comprising the Club.

9.7.10 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by owners for any purpose other than as permitted by Association.

9.7.11. Assumption of Risk. Without limiting any other provision herein, each person using any portion of the Common Areas accepts and assumes all risk and responsibility for liability, injury, or damage connected with use of such Common Areas. The person also expressly indemnifies and agrees to hold harmless Declarant, Association, Club Owner, Club Manager, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation, all waterbodies, lakes, and pools, do so at their own risk.

9.7.12. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Declarant, Association, Club Owner, and Club Manager, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the lakes and other waterbodies within Pembroke Isles by owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Declarant, Association, Club Owner, or Club Manager or of any of the Indemnified Parties. Should any owner bring suit against Declarant, Association, Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

9.8. Public Facilities. Pembroke Isles may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a public park, fire station, police station, school, school park, or other facility within the boundaries of Pembroke Isles

10. Maintenance by Association.

10.1. Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

10.2. Surface Water Management System. Association acknowledges that the Surface Water Management Systems, if any,

within the Common Areas is owned by Association. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System in a manner which complies with the Permit. The costs of the operation and maintenance of the Surface Water Management System is part of the Operating Costs of Association and each Owner shall pay Assessments which shall include a pro rata share of such costs. Without limiting the foregoing, the Permit contains certain "Limiting Conditions" which require that the Association submit quarterly reports and comply with certain other requirements. A copy of such Limiting Conditions forms part of the Official Records of Association.

10.3. Exterior Maintenance. Association shall maintain the original landscaping installed by Declarant and the sprinkler system in the Yard of each Home which is a single family home. The Owner of such Home shall be responsible for the maintenance of the walkways, driveways, parking areas and all other improvements in the Yard of such Home, if any, unless an amendment to this Declaration is recorded for one or more Homes making the maintenance of the improvements in the Yards of such Homes the maintenance obligation of Association. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that are inaccessible to Association (e.g., within a locked fence, gate too narrow for equipment, or enclosed courtyard), even if such landscaping and improvements are in the Yard. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY NOT HAVE YARDS AND OTHER HOMES MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING ALL LAWN MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ASSOCIATION, AND EACH OWNER SHALL PAY AN EQUAL SHARE OF SUCH COSTS. Association shall be the sole judge of the time and frequency of landscaping maintenance and of the use, maintenance and repair of the sprinkler system. Association shall not be responsible to maintain any additional landscaping planted by an owner, but may, in its sole discretion, choose to do so.

10.3.1. Standard of Maintenance. Subject only to the obligation of Association to maintain Yards, all lawns, landscaping and any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Pembroke Isles. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home within a courtyard or within an area not accessible to Association. In addition, if an owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

10.3.2. Common Area Enclosed by a Private Fence. If an owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

10.4. Adjoining Areas. Association shall also maintain those drainage areas, swales, lakes maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association.

10.5. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas, Club, or portions of the Homes necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Areas, Club, or portions of the Home through or under Owner, shall be borne solely by such Owner and the Home and/or Parcel owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of

all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

10.6. Right of Entry. Declarant, Infrastructure Developer, if applicable, and Club Owner, and Association are granted a perpetual and irrevocable easement over, under and across Pembroke Isles for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. without limiting the foregoing, Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Pembroke Isles if Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.7. Maintenance of Property Owned by Others. Association shall, if designated by Declarant by amendment to this Declaration, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area or elements designated by Declarant upon areas which are within and outside of Pembroke Isles but abut, or are proximate to, the same and are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Pembroke Isles. These areas may include (for example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

11. Use Restrictions. For the ease of reference, the initial Rules and Regulations of Association have been incorporated in this Declaration in a variety of locations. In addition, please note the following additional Rules and Regulations:

11.1. Use of Homes. Each Home is restricted to residential use as a residence by the owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

11.2. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes not comprising part of an Apartment Building shall be provided to Association. Leases of Homes forming part of an Apartment Building shall not be submitted to the Association unless Association reasonably requests a copy of the same from the Owner of an Apartment Building in connection with the enforcement of this Declaration or the Rules and Regulations. No Home, other than Homes within Apartment Buildings, may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents.

11.3. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any portion of Pembroke Isles. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Pembroke Isles shall be the same as the responsibility for maintenance and repair of the property concerned.

11.4. Maintenance by owners.

11.4.1. Weeds and Refuse. Subject only to the obligation of Association to maintain Yards, no weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

11.4.2. Driveway Easement. If the driveway to any Home is made of any material other than asphalt, including without limitation, concrete or concrete pavers, the Owner shall be responsible to repair any damage to such driveway, including, but not limited to, any damage caused by Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs.

11.5. Lawn Maintenance Standards. The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by an Owner or by a Condominium Association:

11.5.1. Replacement of Annuals. Annuals are to be replaced semi-annually.

11.5.2. Trees. Trees are to be pruned as needed.

11.5.3. Shrubs. All shrubs are to be trimmed as needed.

11.5.4 Grass.

(a) Cutting Schedule. Grass should be cut at least 28 times per year, on a regular schedule which maintains the grass in a neat and appropriate manner.

(b) Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

11.5.5. Mulch. Mulch is to be turned every other cut. Remulching of beds shall be performed twice per year during the months of May and November.

11.5.6. Insect Control and Disease. Disease control shall be performed on an as needed basis.

11.5.7. Fertilization. Fertilization of all turf, shrubs, and palms shall be performed three (3) times a year the following months: February, June and October.

11.5.8. Irrigation. Sprinkler heads shall be maintained on a monthly basis. Pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

11.5.9. Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

11.5.10. Trash Removal. Dirt, trash, cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

11.5.11. Right of Association to Enforce. Association shall have the right to cause the maintenance to be performed (at the cost of the applicable Owner as an Individual Assessment) or to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorney's fees and paraprofessional fees, and costs, at trial and upon appeal.

11.6. Drainage System. Once a drainage system or drainage facilities are installed by Declarant, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, lake slopes, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner of the affected Home shall be solely responsible for the removal of the roots within the boundaries of his or her Home. Association and Declarant shall have no responsibility or liability for drainage problems of any type whatsoever.

11.7. Surface Water Management Regulations. Association acknowledges that the surface water management system within the Common Areas is owned by Association. Association is responsible to operate and maintain the surface water management system lying within the Common Areas. The costs of the operation and maintenance of the surface water management system is part of the operating Costs of Association and each Owner shall pay Assessments which shall include a pro rata share of such costs. An estimate of the costs of operation and maintenance of the surface water system, if any, will be included in each budget of Association. Association shall submit to the District any proposed amendment to the Association Documents which will affect the surface water management system, including any environmental conservation areas and the water management portions of the Common Areas. The District shall then inform Association as to whether the amendment requires a modification of the surface water management permit for Pembroke Isles. If a modification of the water management permit is necessary, the District shall so advise Association. Once Association receives the modification to the water management permit and any conditions to the permit, both shall be attached as an exhibit to an amendment to this Declaration, which amendment shall not require the approval of the Owners. Association shall maintain copies of all water management permits and correspondence respecting such permits for the benefit of the Association.

11.8. Irrigation. Irrigation systems shall be maintained in such a manner so as to cause no stains on Homes, structures or paved areas. Association may require from time to time, that Owners adopt systems to prevent stains (e.g. automatic deironization systems). No Owner whose Home adjoins a waterway or lake may utilize the waterway or lake to irrigate Common Areas and/or the Club, as applicable. BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Declarant, Association, and Club Owner, shall have the right

to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times.

11.9. Boundaries of Maintenance. Each Owner shall maintain the property from their Home boundary to the edge of the water. All Owners shall maintain their yards and adjoining property to the edge of adjoining roadway asphalt.

11.10. Subdivision and Regulation of Land. No portion of any Home or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Pembroke Isles, without the prior written approval of Declarant, which may be granted or deemed in its sole discretion.

11.11. Alterations and Additions. No material alteration, addition or modification to a Parcel or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

11.12. Signs. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of a Parcel or Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

11.13. Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC.

11.14. Paint. Homes shall be repainted within forty-five (45) days of notice by the ACC.

11.15. Hurricane Shutters. Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Accordion and roll-up style hurricane shutters may be left closed during hurricane season (and not at any other time). Panel style hurricane shutters may be installed up to 50 hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed a reasonable time after a storm, but in any event within fifteen (15) days after installation.

11.16. Wall Units. No window air conditioning unit may be installed in any window, opening, wall, or door in a Home or made part of a structure by way of modification.

11.17. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, window tinting, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

11.18. Satellite Dishes and Antennae. Due to safety restrictions as imposed by applicable building, zoning, electrical and fire codes, and other safety concerns, no exterior antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Parcel without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. No

Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Notwithstanding the foregoing, Club Owner may install a satellite dish or similar equipment within the property comprising the Club so long as such equipment is not visible from the street giving access to the Club.

11.19. Pools. No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval of the ACC as set forth in this Declaration.

11.20. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies.

11.21. Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent lot).

11.22. Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from a Parcel, change the level of the land within a Parcel, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Pembroke Isles. Owners may place additional plants, shrubs, or trees within Parcels with the prior approval of the ACC.

11.23. Fencing. Fences may be installed as permitted in the Community Standards. All fenced in areas are the maintenance responsibility of the Owner. If a hedge is required on either side of a fence, the Owner will be responsible for trimming such hedge so that it is not higher than the fence.

11.24. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

11.25. Animals. No animals of any kind shall be raised, bred or kept within Pembroke Isles for commercial purposes. Otherwise, Owners may keep non-commercial fish tanks and two domestic pets (e.g., cats and dogs). Each owner shall comply with Broward County ordinances and any additional Rules and Regulations established by the Board from time to time. A pet may be kept harbored in a Home so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Pembroke Isles designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary,

seeing eye dogs shall not be governed by the restrictions contained in this Section.

11.26. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Pembroke Isles is permitted. No firearms shall be discharged within Pembroke Isles. Nothing shall be done or kept within the Common Areas, Parcel or Home which will increase the rate of insurance to be paid by Association.

11.27. Children's Use of Facilities. Persons who are not twelve (12) years of age or older shall not be permitted to use the Common Areas unless under the supervision of an adult Owner or lawful occupant over the age of eighteen (18) years, except in such cases and under such conditions as Association may from time to time establish and require. Parents shall be responsible for all actions of their minor children at all times in and about Pembroke Isles. Declarant and Club Owner shall not be responsible for any use of the facilities by anyone, including minors.

11.28. Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, Parcel or Home which is unsightly or which interferes with the comfort and convenience of others.

11.29. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval and the procedure therefore shall conform to the requirements of this Declaration.

11.30. Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Parcel.

11.31. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

11.32. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

11.33. Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

11.34. Parking. Owners' automobiles shall be parked in the garage or driveway. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicle which cannot operate on its own power shall remain on Pembroke Isles for more than twelve hours, except in the garage of a Home. No repair, except emergency repair of vehicles shall be made within Pembroke Isles, except in the garage of a Home. No commercial vehicle, recreational vehicle, boat or camper, may be kept with Pembroke Isles except in the garage of a Home. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc..) up to 21'5" high or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding the foregoing, police and other governmental vehicles may be permitted within Pembroke Isles.

Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Declarant of Homes, Club facilities, Common Areas, or any other Pembroke Isles facility.

11.35. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association.

11.36. Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any Parcel or in any Home, except those which are required for normal household use.

11.37. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Such firm or individual shall contact Association for permission to install or remove approved hurricane shutters or enclosures. Association shall have no responsibility of any nature relating to any unoccupied Home.

11.38. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, and operation of the Club, no commercial or business activity shall be conducted in any Home within Pembroke Isles. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Pembroke Isles. No solicitors of a commercial nature shall be allowed within Pembroke Isles, without the prior written consent of Association. No garage sales are permitted except as permitted by the Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Declarant.

11.39. Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Pembroke Isles.

11.40. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

11.41. Pools. All pools shall be adequately maintained and chlorinated. Unless installed by Declarant, no diving boards, slides, or platforms shall be permitted without ACC approval.

12. Insurance.

Association shall maintain, unless it reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

12.1. Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any

portion of the Common Areas located within a designated flood hazard area.

12.2. Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Declarant (until the Community Completion Date), Club Owner and Association.

12.3. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

12.4. Homes.

12.4.1. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, or and/or shall cover the costs to demolish a damaged home, remove the debris, and to resod and landscape land Upon the request of Association, each owner shall be required to supply the Board with evidence of insurance coverage on his home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

12.4.2. Requirement to Reconstruct. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein and costs thereof shall be an Individual Assessment against such Home. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

12.4.3 Standard of work. The standard for all demolition, reconstruction, and other work performed as required by this Section 12.4 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Pembroke Isles.

12.4.4 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby

irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

12.4.5. Association Has No Liability. Notwithstanding anything to the contrary this Section, Association, its Directors and officers, shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Home.

12.5. Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

12.5.1. The bonds shall name Association as an obligee.

12.5.2. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

12.5.3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

12.5.4. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Declarant (until the Community Completion Date), Club Owner and Association.

12.6. Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

12.7. Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Parcel or Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty. In the event of damage to the Club, the responsibility for reconstruction shall be as provided in the Club Covenants.

12.8. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

12.9. Additional Insured. Declarant, Club Owner and their respective Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

12.10. Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

12.11. Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

13. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Declarant, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. In addition, the footers and other supporting features for Party walls will protrude underneath adjacent Homes. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

14. Property Rights.

14.1. Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Pembroke Isles shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

14.1.1. Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

14.1.2. The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any assessment against that Owner remains unpaid.

14.1.3. The right of Declarant and/or Association and/or Infrastructure Developer to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant and, at any time, without prior written consent of the Club owner.

14.1.4. The right of Declarant and/or Association and/or Infrastructure Developer to modify the Common Areas as set forth in this Declaration.

14.1.5. The rights of Declarant and/or Association and/or Infrastructure Developer and/or Club Owner regarding Pembroke Isles as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

14.1.6. Rules and Regulations adopted governing use and enjoyment of the Common Areas.

14.1.7. The rights of the Club Owner under the Club Covenants.

14.2. Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across

such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

14.3. Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees and creates an easement in favor of the Club Owner and Infrastructure Developer and such parties over, upon, across, and under Pembroke Isles as may be required in connection with the development of Pembroke Isles, the Club, and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Parcels and Homes, the Club, and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within Pembroke Isles for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunication System provided by Declarant. Specifically, each owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Declarant be obligated to pay any amount to Association on account of Declarant's and Club Owner's use of the Common Areas for construction purposes. Declarant intends to use the Common Areas for sales of new and used Homes and for the leasing of Homes within Apartment Buildings. Further, Declarant may market other residences and commercial properties located outside of Pembroke Isles from Declarant's sales facilities located within Pembroke Isles. Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Declarant, shall be construed as broadly as possible and supplement the rights of Declarant set forth in Section 21.1 of this Declaration. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

14.4. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas and Club to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

14.5. Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

14.6. Permits, Licenses and-Easements. Prior to the Community Completion Date, Declarant, and/or Infrastructure Developer, if applicable, and thereafter Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Pembroke Isles (including Parcels and/or Homes) for Telecommunication Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant and,

thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

14.7. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Pembroke Isles (including Parcels, Homes and the Club) for the reasonable and necessary maintenance of landscaping, driveways, sprinkler systems, Common Areas, Club, utilities, cables, wires and other similar facilities.

14.6. Drainage. A non-exclusive easement shall exist in favor of Declarant, Club Owner, Infrastructure Developer, Association, and their designees, and the City of Pembroke Pines and/or the District over, across and upon Pembroke Isles for drainage, irrigation and water management purposes. An easement or ingress, egress and access shall exist for such parties to enter upon and over any portion of Pembroke Isles (including Parcels and Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Pembroke Isles and/or installation or maintenance of utilities or which may obstruct or retard these flow of water through Pembroke Isles and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration, except as provided by governmental regulation.

14.9. Club Easements. A non-exclusive easement shall exist in favor of the Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Areas and portions of Pembroke Isles necessary for ingress, egress, access to, construction, maintenance and/or repair of the Club. Club Owner, Club employees, agents, invitees, guests, any manager of the Club, and all members of the Club shall be given access to the Club on the same basis as Owners, but without any charge therefore (in the term of Assessments or otherwise).

14.10. Lake and Canal Common Areas. The rear Yard of some Homes may border on the lakes and canals forming part of the Common Areas. Erosion of slopes and banks is possible due to drainage or roof culvert outfalls and runoff can effect the integrity of the lake or canal bank. An Owner should perform maintenance if the lake bank erodes more than 10" from its original shape. It is recommended that any maintenance to correct such erosion be performed during the months of November through April. Further, each such owner shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. The ACC may establish from time to time additional maintenance standards for the lake and canal maintenance by Owners who own homes adjacent to Common Area waterbodies (the "Lake Slope Maintenance Standards"). Such standards may include requirements respecting compaction and strengthening of lake banks. Association shall have the right to inspect such lake and canal slopes and banks to insure that each Owner has complied with its obligations hereunder and under the Lake Slope Maintenance Standards. Each Owner hereby grants Association an easement of ingress and egress across his home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this provision and the Lake Slope Maintenance Standards. For the purposes of this Declaration, each day that an owner fails to comply with the requirements of this paragraph or any Lake Slope Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

15. Zero Lot Line Homes.

15.1. Easement for Zero Lot Line Wall Maintenance. Maintenance of a Zero Lot Line wall shall be the obligation of the Owner of the Zero Lot Line wall. Declarant hereby grants to each Owner of a Zero Lot Line wall a maintenance easement over the Home adjacent to the Zero Lot Line wall for the maintenance of the Zero Lot Line wall and any wing wall attached thereto and for ingress and egress to the Zero Lot Line wall and wing wall. The easement shall be four (4) feet in width, shall be immediately contiguous to the Zero Lot Line wall, and shall run the length of the Home on which the easement exists. No improvements of any kind shall be constructed in the easement area which would block access to the Zero Lot Line wall and wing wall, if any, or which would in any way interfere with the ability of an Owner of a Zero Lot Line wall to maintain the Zero Lot Line wall and wing wall. Notwithstanding the foregoing, Declarant may construct a connecting wall across the easement area; provided, however, that the Owner of a Zero Lot Line wall shall have access at all reasonable times to the easement area. In the event that there is any question about when access under the easement created by this Section is reasonable, the Association's determination shall be final. In the event that the Owner of a Zero Lot Line wall damages the adjacent Home subject to the foregoing maintenance easement, the Owner of the Zero Lot Line wall shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the ACC. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the owner causing the damage. In the event that an Owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the damaged Home to effect such repair, and the cost thereof shall be charged to the Owner of the Zero Lot Line wall as an Individual Assessment.

15.2. Adjacent Owner Paint Obligation. Notwithstanding the foregoing, the owner of any Home immediately adjacent to a Zero Lot Line wall shall have the responsibility for painting the exterior surface of the wall facing such Home. This maintenance obligation does not extend to the top of the wall which faces skyward.

15.3. No Structural Change. No Owner shall cut a window or any opening in a Zero Lot Line wall nor shall any owner make any structural changes in a Zero Lot Line wall, including, but not limited to, change of paint color, without the express written approval of the ACC.

15.4. Damage by Owner of Adjacent Home. In the event that a Zero Lot Line wall is damaged by the Owner of an adjacent Home, the Owner of the adjacent Home shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the ACC. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Owner causing the damage. In the event that an owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the adjacent Home to effect such repair, and the cost thereof shall be charged to the adjacent owner as an Individual assessment.

15.5. Construction Easement. Declarant reserves an easement over all zero lot line Homes for all construction purposes. By way of example, Declarant and Declarant's construction crews may be required to enter onto a completed zero lot line Home in order to complete construction of an adjacent Home. This easement shall permit all ingress and egress necessary to complete Homes adjacent to zero lot line Homes, and shall be construed as broadly as possible.

16. Party walls.

16.1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party walls within Pembroke Isles which are built by Declarant as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Declarant, including, without limitation, any Party wall, shall protrude over an adjoining Home, it shall be deemed that such owners have granted perpetual easements to the adjoining owner or owners for continuing maintenance and use of the projection or Party wall. The foregoing shall also apply to any replacements of any Party walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

16.2. Sharing of Repair Replacement and Maintenance for Party walls.

16.2.1. Generally. The cost of reasonable repair and maintenance of Party walls shall be shared equally by the owners of the Homes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

16.2.2. Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefore shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to the Party wall and suit thereon shall be commenced one (1) year from date such lien is filed.

16.2.3. Alterations. The Owner of a Home sharing a Party wall with an adjoining Home shall not cut windows or other openings in the Party wall, nor make any alterations, additions or structural changes in the Party wall without the joint agreement of all of the Owners sharing the Party wall.

16.2.4. Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

16.2.5. Easements. Each Owner sharing a Party wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party wall.

16.2.6. Roofs. Each Owner of a Home containing a Party wall shall be solely responsible for repair and replacement of his Home's roof. Each Owner shall be liable for any damage to the roof or any other part of an adjacent Home from repair or replacement of such Owner's roof. Notwithstanding the foregoing, if several Homes with Party walls are located within a single building, a majority of the Owners of Homes within the building may request that Association repair or replace all roofs (or portions thereof) comprising part of such building and charge each Owner of the Homes within such building and Individual Assessment for such Owner's pro rata share of the roof expense. It shall be assumed that each Owner's pro rata share is equal unless evidence to the contrary is presented to

Association. Association shall have the right to charge all Owners within the building a reasonable administrative expense in connection with the providing of services pursuant to this section.

16.2.7. Painting. Each Owner of a Home containing a Party wall shall be solely responsible for painting his Home. Notwithstanding the foregoing, if several Homes with Party Walls are located within a single building, a majority of the owners of Homes within the building may request that Association paint the entire building and charge each Owner of the Homes within such building an equal Individual Assessment for the painting expense. Association shall have the right to charge all owners within the building a reasonable administrative expense for such painting service.

16.2.8. Insurance. Each Owner of a Home which contains a Party wall shall be solely responsible for insuring all components of his or her Home, including the roof of such Home and any Party Walls comprising a part of such Home.

16.2.9. Litigation. If an Owner of a Home with a Party wall sues an adjacent Owner of a Home with a Party wall to enforce his or her rights under this Declaration, the prevailing party shall be entitled to all reasonable attorney's fees, paraprofessional fees, costs and expense and trial and upon appeal.

16.3. Public Easements. Fire, police, school transportation, health, sanitation and other governmental, public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress, egress and all other necessary purposes over and across the Common Areas. In addition, Service Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within
Pembroke Isles.

16.4. Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

17. Assessments.

17.1. Types of Assessments. Declarant and each owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Pembroke Isles, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

17.1.1. Any monthly assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years operation (hereinafter "Monthly Assessments");

17.1.2. Any special assessments for capital improvements, major repairs, emergencies or nonrecurring expenses (hereinafter "Special Assessments");

17.1.3. Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas,

or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees"); and

17.1.4. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Area (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are disapproved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Declarant, which may be withheld for any reason.

17.1.5. Assessments for which one or more Owners (but less than all Owners) within Pembroke Isles is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, all of the Owners within a Plat may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Plat (e.g., a gatehouse attendant and private gatehouse). Further, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) or a lake or canal slope or bank in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. As a further example, if one or more Owners receive optional Telecommunication Services such as Toll Calls, A La Carte Programming, and/or Data Transmission Services, and Association pays a Service Provider for such Services, then the cost of such Services shall be an individual Assessment as to each Owner receiving such services. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

17.2. Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Declarant. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

17.3. Club Charges. Notwithstanding anything in this Declaration to the contrary (and unless otherwise directed by Club Owner), Association shall collect from the Owners Club Charges in addition to Assessments. In the event that Association shall receive a partial payment in any month of Assessments and Club Charges from a particular owner, the payment from such Owner shall be first allocated to the payment of Club Fees, then to the payment of Club Operating Costs, and then to the payment of Assessments. Association shall provide the Club Owner each month with a list of all owners that did not remit Club Charges to Association for the prior month. Such list, shall include the Owner's name, Home description, and the amount not remitted for the prior month, and the total amount of Club Charges not remitted by such Owner to date.

17.4. Allocation of Operating Costs.

17.4.1. For the period until the adoption of the first of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Declarant.

17.4.2. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Monthly Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessment, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator is one thousand two hundred forty. Provided, however, in no event shall any Owner's pro rata share of Monthly Assessments be greater than 1/1240 (the "Maximum Share") of the total amount budgeted unless Pembroke Isles, when completed, will contain less than 1240 Homes. Likewise, once Declarant determines, if ever, that less than 1240 Homes shall be built within Pembroke Isles, then Declarant may change such denominator, by amendment to this Declaration, to the number of actual or anticipated Homes within Pembroke Isles, in its sole and absolute discretion, without limiting the foregoing, Declarant specifically reserves the right to change the denominator provided herein by one or more amendments to this Declaration. Further, for the purposes of determining the total number of Homes subject to Assessments, each Home owned by the Owner of an Apartment Building shall be included in such total.

17.4.3. In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein.

17.4.4. Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

17.5. General Assessments Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

17.6. Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the owners benefiting from, or subject to the special service or cost as specified by Association.

17.7. Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. Notwithstanding the foregoing, each Home in an Apartment Building is subject to Assessments upon the issuance of a final or temporary Certificate of Completion for such Home.

17.8. Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to owners on or prior to November 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Prior to the Community Completion Date, Declarant shall have the option to fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of Monthly Assessments against Owners or to pay Monthly Assessments on Homes owned by Declarant. Declarant shall never be required to fund shortfalls in Monthly Assessments or pay Special Assessments or Reserves. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no

circumstances shall Association be required to pay surplus Assessments to Owners.

17.9. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

17.9.1. Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 617.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of the Association.

17.9.2. Special Assessments and Individual Assessments against the owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Declarant.

17.9.3. Association may establish, from time to time, by resolution, rule or regulation, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

17.10. Working Capital Fund. Association has established a working capital fund for the operation of Association (the "Working Capital Fund"). There shall be collected from each Owner that purchases a Home from Declarant at the time of conveyance of each Home an amount equal to two months' Assessments. Owners of Apartment Buildings shall not be required to contribute to the Working Capital Fund. Each Owner's share of the Working Capital Fund shall be transferred to Association immediately after the closing of the Home. The purpose of this fund is to assure that Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the Capital Fund are not to be considered as advance payment of Assessments. The Working Capital Fund may be used by Declarant to reduce the Operating Costs. Notwithstanding anything herein to the contrary, Declarant shall have the option to waive contributions to the Working Capital Fund. Declarant shall determine when, if ever, the Owner of an Apartment Building shall contribute to the Working Capital Fund and the amount of any contribution due from the Owner of an Apartment Building, if any (which may be significantly less than that required of other Owners).

17.11. Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due the Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments and Club Charges due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner and Club Owner. Within ten (10) days of a written request therefore, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

17.12. Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

17.13. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the owner's heirs, devisees, personal representatives, successors or assigns.

17.14. Subordination of the Lien to Mortgages and Club Charges. The lien for Assessments shall be subordinate to bona fide first mortgages on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien, and to Club Charges. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Home pursuant to a foreclosure of a bona fide first mortgage, or a lien for Club Charges, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Home or chargeable to the former owner of the Home which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all owners (including such acquirer of title) as a part of operating Costs included within Monthly Assessments. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

17.15. Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

17.16. Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels or proceedings, including appeals, collection and bankruptcy. No

Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or the Club or by abandonment of a Home.

17.17. Exemption. Notwithstanding anything to the contrary herein, neither Declarant nor Club Owner nor Infrastructure Developer nor any Home or property owned by Declarant or Club Owner shall (unless specified to the contrary by Declarant or Club Owner or Infrastructure Developer in a separate written instrument) be responsible for any Assessments of any nature or any portion of the Operating Costs. Declarant, at Declarant's sole option, may pay Assessments on Homes owned by it. In addition, the Board shall have the right to exempt any portion of Pembroke Isles subject to this Declaration from the Assessments, provided that such part of Pembroke Isles exempted is used (and as long as it is used) for any of the following purposes:

17.17.1. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

17.17.2. Any real property interest held by a Service Provider;

17.17.3. Common Areas;

17.17.4. Any of Pembroke Isles exempted from ad valorem taxation by the laws of the State of Florida;

17.17.5. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in the Development of Regional Impact of which Pembroke Isles is a part.

17.18. Collection by Declarant. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant or Infrastructure Developer, or Club Owner, as the case may shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

17.19. Rights to Pay Assessments and Receive Reimbursement. Association, Declarant, Infrastructure Developer, Club Owner and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

17.20. Club Charges. As provided in the Club Covenants, Club Owner shall have the right, at its sole option, to require that Association enforce Club Owner's lien to collect Club Charges.

17.21. Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after

Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

18. Information to Lenders and owners.

18.1. Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

18.2. Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

18.3. Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

18.3.1. Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

18.3.2. Any delinquency in the payment of Assessments or Club Charges owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

16.3.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

18.3.4. Any proposed action (if any) which would require the consent of a specific mortgage holder.

19. Architectural Control.

19.1. Membership. There is no requirement that any member of the ACC be an Owner or a member of the Association.

19.2. General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Pembroke Isles. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Pembroke Isles by owners other than Declarant, Infrastructure Developer, or Club Owner, or their respective nominees. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which may be granted or denied in its sole discretion.

19.3. Master Plan. Declarant has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances.

19.4. Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be

effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Declarant shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion. The Community Standards may not be amended prior to the Community Completion Date without the prior consent of Declarant.

19.5. Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Pembroke Isles. The ACC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. Until the Community Completion Date, Declarant shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Declarant, Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If Declarant fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Declarant with respect to the ACC.

19.6. Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

19.7. Power and Duties of the ACC. No improvements shall be constructed on a Parcel, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on a Parcel, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Declarant (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

19.8. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

19.8.1. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

19.8.2. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or

supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

19.8.3. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

19.8.4. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

19.8.5. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting in the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

19.8.6. Upon continued disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

19.9. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

19.10. Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

19.11 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

19.12. Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

19.12.1. Each Owner shall deliver to the ACC copies of all construction and building permits as and when received by the owner. Each construction site in Pembroke Isles shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Pembroke Isles shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Pembroke Isles and no construction materials shall be stored in Pembroke Isles subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Pembroke Isles or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards.

19.12.2. There shall be provided to the ACC a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into Pembroke Isles as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC

19.12.3. Each owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Pembroke Isles.

19.12.4. The ACC may, from time to time, adopt standards governing the performance or conduct of owners, contractors and their respective employees within Pembroke Isles. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Pembroke Isles and each Owner shall include the same therein.

19.13. Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Pembroke Isles for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

19.14. violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand

of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

19.15. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

19.16. Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

19.17. Certificate of Compliance. Prior to the occupancy of any improvement constructed or erected on any Home by other than Declarant, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance.

19.18. Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Declarant or Club Owner, or their nominees, including, without limitation, improvements made or to be made to the Common Areas, Club or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

19.19. Exculpation. Declarant, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Declarant, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Declarant, Association, or ACC or their respective members, Officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Declarant and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC, or their members, officers and directors. Declarant, Association, its directors and officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of

same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

20. Owners Liability.

20.1. Right to Cure. Should any Owner, or any person, firm or entity claiming by, through, or under and Owner, do any of the following:

20.1.1. Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or

20.1.2. Cause any damage to any improvement or Common Areas or Club; or

20.1.3. Impede Declarant, Infrastructure Developer, Club owner or Association from exercising its rights or performing its responsibilities hereunder or under the Club Covenants; or

20.1.4. Undertake unauthorized improvements or modifications to a Home, the Common Areas or the Club; or

20.1.5. Impede Declarant, Infrastructure Developer, or Club owner from proceeding with or completing the development of Pembroke Isles or Club, as the case may be. Then Declarant, Infrastructure Developer, Association and/or Club owner, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering a Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an individual Assessment.

20.2. Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

20.2.1. Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief, without bond; and/or

20.2.2. Commence an action to recover damages; and/or

20.2.3. Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

20.3. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

20.4. Rights Cumulative. All rights, remedies, and privileges granted to Declarant, and/or Club Owner, and/or Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

20.5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Declarant and/or, where applicable, Club Owner and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

20.6. Fines. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an Owner or a person acting by, through, or under an owner, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC, Association shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC shall be treated as a separate violation and, be subject to a separate fine. The decisions of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 617.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate procedures from time to time.

21. Additional Rights of Declarant.

21.1 Sales office. For so long as Declarant, or its nominees, or Infrastructure Developer owns any property in Pembroke Isles, is affected by this Declaration, or maintains a sales office within Pembroke Isles, Declarant shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development of Pembroke Isles and sales and re-sales of Homes and/or other properties owned by Declarant or others outside of Pembroke Isles. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Pembroke Isles, including Common Areas and the Club, employees in the models and offices, use of the Common Areas and the Club and to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Declarant, or its nominees, or Infrastructure Developer, as the case may be. Declarant shall have all of the foregoing rights without charge or expense.

21.2. Modification. The development and marketing of Pembroke Isles will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Pembroke Isles to, as an example and not a limitation, amend Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents,

affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

21.3. Promotional Events. Prior to the Community Completion Date, Declarant and its nominees, or, if applicable, Infrastructure Developer shall have the right, at any time, to hold marketing and promotional events within Pembroke Isles and/or on the Common Areas or Club, without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market Pembroke Isles and Homes in advertisements and other media by making reference to Pembroke Isles, including, but not limited to, pictures or drawings of Pembroke Isles, the Club, Common Areas, Parcels and Homes constructed in Pembroke Isles. All logos, trademarks, and designs used in connection with Pembroke Isles are the property of Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Declarant.

21.4. Use by Prospective Purchasers. Prior to the Community Completion Date, Declarant and its nominees, or, if applicable, Infrastructure Developer, shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Declarant outside of Pembroke Isles.

21.5. Franchises. Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

21.6. Easements. Until the Community Completion Date, Declarant or, if applicable, Infrastructure Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunication Services; and other purposes over, upon and across Pembroke isles so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Declarant may grant an easement for Telecommunication Systems, irrigation, drainage lines or electrical lines over any portion of a Parcel so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Parcel. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and owners will, without charge, if requested by Declarant: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion.

21.7. Right to Enforce. Declarant or, if applicable, Infrastructure Developer, has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including

attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so. The Club Owner shall also have such rights relating to the Club and/or Club Charges.

21.8. Additional Development. If Declarant or, if applicable, Infrastructure Developer, withdraws portions of Pembroke Isles from the operation of this Declaration, Declarant or, if applicable, Infrastructure Developer, may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant or, if applicable, Infrastructure Developer, shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, or, if applicable, Infrastructure Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and/or Club and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant, or, if applicable, infrastructure Developer.

21.9. Representations. Declarant and Infrastructure Developer make no representations concerning development both within the boundaries of Pembroke Isles including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes or Club and buildings in all other proposed forms of ownership and/or other improvements on Pembroke Isles or in Pembroke Isles or adjacent or near Pembroke Isles, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

21.10. Telecommunication Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the exclusive provision of one or more Telecommunication Services for all or any part of Pembroke Isles. Prior to the Community Completion Date, all contracts between a Service Provider and Association shall be subject to the prior written approval of Declarant. Declarant reserves on behalf of itself and its nominees, successors, assigns, affiliates, and licensees the right to be the exclusive Service Provider for one or more Telecommunication Services, subject only to the requirements of all applicable laws, statutes, and regulations. Declarant reserves unto itself and its nominees, successors, assigns, affiliates, and licensees a perpetual and exclusive right, privilege, easement and right-of-way across, over and upon Pembroke Isles for the installation, construction and maintenance of Telecommunication Systems together with a perpetual and exclusive right, privilege and easement of unlimited ingress and egress, access, over and upon Pembroke Isles for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunication Services provided by such Telecommunications Systems are to serve all of Pembroke Isles, then the cost of the services may be Operating Costs of Association and shall be assessed as a part of the Assessments. If any services provided by the system are provided only to some, but not all, of the Homes, then the cost of any such services shall be an expense for the benefit of the respective Home to be assessed as an Individual Assessment, or a direct charge by the Service Provider, as the case may be. If Declarant is not the Service Provider for any particular Telecommunication system, Declarant shall have the right to receive, on a perpetual basis, a portion of the revenues derived from Telecommunication Systems within Pembroke Isles as

agreed, from time to time, between the Service Providers of such systems and Declarant.

21.11. Monitoring System.

21.11.1. Right to Install. Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Home within Pembroke Isles. Prior to the Community Completion Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Declarant. Declarant or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Declarant reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Community Completion Date. In addition, all Owners specifically acknowledge that Pembroke Isles may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. Association, Club Owner, and Declarant shall not be held liable for any loss or damage by reason or failure to provide adequate access control or ineffectiveness of access control measures undertaken.

21.11.2. Components. The Monitoring System, if installed, may include one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles. Association and Declarant do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Community Completion Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, Declarant and Association reserve the right to, at any time, increase, decrease, eliminate, or add manned or unmanned gates houses, information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Community Completion Date without the prior written consent of Declarant.

21.11.3. Part of Operating Costs. If furnished and installed within any Home, the cost of operating and monitoring any Monitoring System shall be included in operating Costs of Association and shall be payable as a portion of the Assessments against Owners. The purpose of the Monitoring System will be to control access to Pembroke Isles.

21.11.4. Club Owner. Club Owner shall have no obligation to pay any part of the costs of installing, maintaining, or replacing the Monitoring System. In the event that the system requires that each owner accessing Pembroke Isles use a card to enter the Pembroke Isles, each employee, the Manager, and each Member of the Club (as such terms are defined in the Club Covenants) shall also be entitled to such a card upon payment to Association of the actual cost of such card plus a reasonable administrative expense.

21.11-5. Owners' Responsibility. All Owners and officers, occupants of any Home, and the tenants, guests and invitees of an owner, as applicable, acknowledge that Association, its Board and officers, Declarant, or Club Owner, their nominees or assigns, or any successor Declarant, and the ACC and its members, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Declarant elects to provide a Monitoring System, Declarant shall not be liable to the Owners or Association with respect to such Monitoring System, and the Owners and Association shall not make any

claim against Declarant for any loss that an Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within Pembroke Isles or any residential subdivision contained therein. Neither Declarant nor Association guarantees or warrants, expressly or by implication, the merchantability of fitness for use of any community Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every owner and the occupant of each Home acknowledges that Declarant and Association, their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Declarant and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

21.12. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF PEMBROKE ISLES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

21.12.1. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF PEMBROKE ISLES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF PEMBROKE ISLES AND THE VALUE THEREOF; AND

21.12.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR Broward COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

21.12.3. THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF PEMBROKE ISLES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THE SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

21.13. Waiver of Trial By Jury and Release. BY ACCEPTANCE OF A DEED, EACH OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT HE MAY HAVE TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, OR THE CLUB COVENANTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT PEMBROKE ISLES TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

21.14. Duration of Rights. The rights of Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier or: (i) when Declarant no longer has any further interest of any kind in Pembroke Isles; or (ii) five (5) years after the Community Completion Date; or (iii) a relinquishment by Declarant in a statement in writing placed in the Public Records, provided that, if such relinquishment is prior to the Community Completion Date, the consent of Infrastructure Developer must be obtained; or (iv) twenty-five (25) years after the date of the recording of this Declaration in the Public Records.

21.15. Duration and limitation of Rights of Infrastructure Developer. The rights of Infrastructure Developer set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when the Infrastructure Developer has no further interest of any kind in Pembroke Isles; or (ii) five (5) years after the Community Completion Date; or (iii) a relinquishment by Infrastructure Developer in a statement in writing placed in the Public Records; or (iv) twenty-five (25) years after the date of this recording of this Declaration in the Public Records.

21.16. Consent of Infrastructure Developer. When the consent or other action of the Infrastructure Developer is required pursuant to the terms of this Declaration, such consent or other action shall: (i) not be unreasonably withheld, delayed or denied; and (ii) except as authorized by the Agreement of Purchase and Sale, be limited to those matters which only materially and adversely affect the balance of Pembroke Isles owned by the Infrastructure Developer which have acquired title to a portion of Pembroke Isles from the Infrastructure Developer. The Infrastructure Developer shall not interfere with the orderly development of Pembroke Isles by Declarant nor take any action which would materially and adversely affect the interests of Declarant hereunder.

21.17. Termination of Purchase and Sale Agreement. In the event of a termination of the rights of Declarant pursuant to the Agreement of Purchase and Sale and the recording of the termination notice, the Infrastructure Developer may at its option, become a successor Declarant or exercise some or all of the rights afforded to Declarant hereunder as a nominee of the Declarant, provided,

however that: (i) the Infrastructure Developer shall not be responsible or liable for any act, or failure to act, by Declarant prior to the Infrastructure Developer becoming a successor Declarant or nominee of Declarant; or (ii) the Infrastructure Developer shall indemnify Declarant from any and all loss, cost and expense suffered by Declarant which arise subsequent to the Infrastructure Developer becoming a successor Declarant or nominee of Declarant on account of the exercise of such rights by Infrastructure Developer. In the event of a termination of the rights of Declarant pursuant to the Agreement of Purchase and Sale and the recording of the termination notice, Declarant does hereby indemnify the Infrastructure Developer from any and all loss, cost and expense suffered by the Infrastructure Developer on account of the negligence or misconduct of Declarant prior to the date of such termination.

21.18. Liability for Actions of Others. Notwithstanding anything to the contrary in this Declaration, Infrastructure Developer shall not be liable for any acts, or failure to act, by the Declarant and conversely, the Declarant shall not be liable for any act, or failure to act, by Infrastructure Developer.

21.19. No Adverse Actions. Notwithstanding anything to the contrary in this Declaration, Declarant shall not materially and adversely affect the rights of the Infrastructure Developer as set forth in the Purchase and Sale Agreement without the prior written consent of Infrastructure Developer. Conversely, the Infrastructure Developer shall not materially and adversely affect the rights of Declarant, without the prior written consent of Declarant.

21.20. Infrastructure Developer/Lender. In the event the holder of any mortgage executed by the Infrastructure Developer obtains title to any portion of Pembroke Isles by foreclosure or deed in lieu thereof, or other conveyance, such mortgage holder shall become the Infrastructure Developer only if it so elects by written notice recorded in the Public Records. Regardless of any such election, the mortgage holder shall have the right to assign any of the rights of the Infrastructure Developer as provided herein to any third party which acquires title to any portion of Pembroke Isles from said mortgage holder. In any event, any subsequent Infrastructure Developer shall not be liable for any defaults or obligations incurred by any prior Infrastructure Developer, except to the extent expressly assumed by the subsequent Infrastructure Developer.

21.21. Arbitration. In the event of any dispute arising concerning whether or not the infrastructure Developer has the right to approve a proposed modification or other action of Declarant or take other action hereunder because its interests will be materially and adversely affected, or under the other provisions of this Section, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. If a panel cannot be designated pursuant hereto, the matter shall be arbitrated pursuant to the rules of the American Arbitration Association, or its successors in function. Any decision made pursuant to this Section shall be conclusive and may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code.

22. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Declarant in the event such refund is received by Association.

23. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Declarant, or Infrastructure Developer, or Club Owner, as the case may be, herein contained may be conveyed or assigned in whole or in part to other

persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records.

24. General Provisions.

24.1. Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and owners shall be bound thereby.

24.2. Approval of Association Lawsuits by Members. No judicial or administrative proceeding shall be commenced or prosecuted by Association unless approved by a vote of seventy-five (75%) percent of the Owners. This Section shall not, however, apply to:

24.2.1. actions brought by Association to enforce the provisions of the Association Documents (including, without limitation, the foreclosure of liens or enforcement of Community Standards);

24.2.2. the imposition and collection of Assessments or Club Charges as provided in this Declaration;

24.2.3. proceedings involving challenges to ad-valorem taxation;

24.2.4. counterclaims brought by Association in proceedings instituted against it.

This Section shall not be amended unless the prior written approval of Declarant is obtained, which may be granted or denied in its sole discretion.

24.3. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

24.4. Execution of Documents. Declarant's plan of development for the Property (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Declarant, Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or Parcel, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Pembroke Isles or any portion(s) thereof.

24.5. Club Covenants. Association and each Home Owner, where applicable, shall be bound by and comply with the Club Covenants which are incorporated herein by reference. Although the Club Covenants are an exhibit to this Declaration, the Association Documents are subordinate and inferior to the Club Covenants. In the event of any conflict between the Club Covenants and the Association Documents, the Club Covenants shall control.

24.6. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

24.7. Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

24.8. Title Documents. Each owner by acceptance of a deed to a Home acknowledges that such Home is subject to the following documents and all amendments thereto (collectively, the "Title Documents"):

24.8.1. Plat of Lakes of Western Pines recorded in Plat Book 155 at Page 39.

24.8.2. Plat of Lakes of Western Pines Replat recorded in Plat Book 157 at Page 46.

24.8.3. Plat of Pembroke Isles Plaza recorded in Plat Book 158 at Page 49.

24.8.4. Education Impact Agreement between Broward County and Triple "S" Associates recorded in Official Records Book 21776 at Page 0616.

24.8.5. Recreational Impact Agreement between Broward County and Triple "S" Associates recorded in official Records Book 21776 at Page 0626.

24.8.6. Road Impact Agreement by and between Broward County and Triple "S" Associates dated January 19, 1993 recorded in Official Records Book 21776 at Page 0636.

24.8.7. Agreement between Broward County and Triple "S" Associates Phasing the Installation of Required Road Improvements Relating to The Lakes of Western Pines Plat dated January 19, 1993 recorded in Official Records Book 21776 at Page 0650.

24.8.8. Amendment to Agreements Between South Broward Drainage District and Triple "S" Associates Relating to Subdivision Improvements for Lakes of Western Pines/Pembroke Isles recorded in official Records Book 24077 at Page 0011.

24.8.9. Road Impact Agreement by and between Broward County and Triple "S" Associates, Lennar Homes, Inc. and Pembroke Isles Homeowners Association, Inc. dated November 7, 1995 recorded in official Records Book 24578 at Page 0181.

24.8.10. Road Impact Agreement by and between Broward county and Triple "S" Associates, Lennar Homes, Inc. and Pembroke Isles Homeowners Association, Inc. dated November 7, 1995 recorded in official Records Book 24578 at Page 0259.

24.8. 11. Non-Exclusive Easement recorded in Official Records Book 24566 at Page 733.

24.8.12. Declaration of Maintenance Easement by Lennar Homes, Inc. dated March 26, 1996 recorded in Official Records Book 24866 at Page 0373.

24.8.13. Drainage Easement given by Triple S Associates to South Broward Drainage District dated September 18, 1996 recorded in Official Records Book 25437 at Page 0025.

24.8.14. Agreement for Amendment of Notation of Plat recorded in Official Records Book 23203 at Page 623.

24.8.15. Agreement for Amendment of Notation of Plat recorded in official Records Book 23681 at Page 163.

24.8.16. Agreement for Amendment of Notation of Plat between Broward County, Triple "S" Associates, Lennar Homes, Inc., and Pembroke Isles Homeowners Association, Inc. recorded in Official Records Book 24674 at Page 0962.

Declarant's plan of development for Pembroke Isles may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. Declarant RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Declarant, Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

a. to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

b. that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents.

without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Declaration recorded by Declarant in the Public Records, from time to time, and in the sole and absolute discretion of Declarant.