

Wood Bridge of Pembroke Lakes Section 7

LEGAL DESCRIPTION

Tracts 1 and 2, a portion of Tracts 3 through 5, a portion of Tracts 30 through 32, and portions of the Right-of-Way adjacent thereto, in Section 7, Township 51 South, Range 41 East, "EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION", as recorded in Plat Book 2 at Page 39 of the Public Records of Dade County, Florida all being more particularly described as follows:

Begin at the Northeast corner of said Section 7; thence South 89 degrees 56 minutes 27 seconds West along the North line of said Section 7 for 1400.00 feet; thence South 0 degrees 03 minutes 33 seconds East at right angles to the last described course for 800.00 feet; thence South 45 degrees 02 minutes 44 seconds East for 847.79 feet; thence North 89 degrees 50 minutes 05 seconds East for 800.00 feet; thence North 0 degrees 01 minute 55 seconds West along the East line of said Section 7 for 1400.00 feet to the Point of Beginning, less and excepting therefrom the Northerly and Easterly 50.00 feet thereof for road purposes, all lying and being in the City of Pembroke Pines, Broward County, Florida. Containing 37.69 Acres more or less.

OFF. 6779 PAGE 490

EXHIBIT "A"

DECLARATION OF RESTRICTIONS

1. Use

The subject property shall be used solely for the purpose of erecting and constructing single family homes not to exceed two (2) stories in height; and which may contain a private attached garage for not more than two cars. However, nothing contained in this restriction shall have the effect of limiting the use of such land respecting the installation and maintenance of roads and public utilities as may be necessary, incidental or proper in connection with the use of said land.

2. Dwelling Size

No dwelling shall be permitted having less than 1,000 square feet in the main body of the house. Open porches, garages, carports and breezeways shall not be considered as part of the main body of the house.

3. Nuisances

No noxious or offensive activity shall be carried on, nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood.

4. Temporary Structures

No structure of a temporary character, trailer, camper, mobile home, tent, shack, garage, barn or other building shall be used at any time as a residence either temporarily or permanently.

5. Oil Drilling

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted.

6. Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

7. Garbage and Refuse Disposal

No land shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

8. Commercial Trucks, Trailers, Campers, Mobile Homes, Boats and Boat Trailers

In order to maintain the high standards of Pembroke Lakes with respect to residential appearance, trucks or commercial vehicles, boats, house trailers, boat trailers, mobile homes, campers and trailers of every other description shall not be permitted to be parked or to be stored at any place on any land, except wholly within a garage or carport, or except during periods of approved construction. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

REC-6779 PAGE 491

9. Clothes Drying

All drying of clothes by line, rack or otherwise shall be prohibited unless concealed from the view of the public.

10. Antennae

No Television or Radio Antennas or Towers of any nature shall be erected on any part of said property or the exterior of any building.

11. Term

These covenants and restrictions shall run with the land and shall be binding upon all parties and persons now or hereafter owning any property and or their heirs, successors and assigns, for a period of thirty (30) years from the date of recordation of these covenants, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument amending, modifying or abolishing these covenants and restrictions is signed by a majority of the then owners is recorded.

12. Enforcement

These restrictions may be enforced by any owner of a portion of the lands covered hereby either by a suit for injunction or restraining order, or by action for damages or both, and the prevailing party in any such action shall be entitled to an award from the Court for attorney's fees. Pembroke Lakes, Ltd. and Guardian-American Homes, Inc. shall never in any way be deemed liable or responsible to anyone whomsoever for any violation or alleged violation of the within restrictions.

13. Severability

Invalidation of any one of these covenants by judgements or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

EXHIBIT "C"

Reference is made to the fact that Pembroke Lakes, Ltd., a Florida Limited Partnership, whose address is P. O. Box 8420, Pembroke Pines, Florida 33024 has heretofore paid for the construction and erection of a one MGD Sewage treatment plant, (together with other developers,) to serve all of the land owned and heretofore owned by it, including the subject property. If the Grantee, its successors and assigns shall find it necessary to use such sewage disposal facilities, the Grantee will be obligated to refund to the said Pembroke Lakes, Ltd., a proportionate share of the cost of constructing such facilities computed at the rate of \$216.00 per ERC (equivalent residential connection.) Should the Grantee make arrangements for sewage disposal facilities separately and independently of these facilities, the Grantee shall have no obligation to make any use of such facilities, nor shall the Grantee be obligated to make any payment on account thereof as referred to in this paragraph.

It is a condition of this conveyance that prior to the commencement of any site work on the subject property proposed to be done by the Grantee, its successors and assigns, the Grantee will submit to the said Pembroke Lakes, Ltd., copies of all development work plans and specifications, prepared by a licensed engineer, for the approval of Pembroke Lakes, Ltd. whether the land be developed as a platted or unplatted single-family district. Pembroke Lakes, Ltd. shall have fifteen (15) days within which to give its approval or disapproval of such proposed plans and specifications and agrees not to unreasonably withhold such approval. Should it not respond within such period, then the plans shall be deemed to have been approved by it. If it shall refuse to approve the said plans and specifications, then the Grantee, its successors and assigns, agrees to have its engineer make such changes as may reasonably be requested or required on the part of Pembroke Lakes, Ltd. to the end that it will be willing to approve such plans and specifications. In the event any irreconcilable dispute shall exist with respect to such approval, a Board of three engineers shall make the decisions, the engineers to be used for such purpose to be one selected by Pembroke Lakes, Ltd., one selected by Grantee, its successors and assigns, and a third to be selected by both of them; and the decision of any two of such three shall be binding on the parties hereto. Each party shall pay the expense of its own selected engineer, and they shall divide equally between them the expense of the third selected.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

OFF.
REC. 6779 PAGE 493