

75-226804

RESTRICTIVE COVENANTS AFFECTING PEMBROKE
LAKES SECTION III, A SUBDIVISION ACCORDING
TO THE PLAT THEREOF, AS RECORDED IN PLAT
BOOK 87 AT PAGE 16 OF THE PUBLIC RECORDS
OF BROWARD COUNTY, FLORIDA

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS: that

WHEREAS PEMBROKE LAKES, LTD., a limited partnership, is the fee title owner of the following described property, to wit:

Lots 1-25 inclusive, Block 26
Lots 1-14 inclusive, Block 27
Lots 1-8 inclusive, Block 28
Lots 1-8 inclusive, Block 29
Lots 1-36 inclusive, Block 30
Lots 1-26 inclusive, Block 31
Lots 1-35 inclusive, Block 32
Lots 1-12 inclusive, Block 33
Lots 1-11 inclusive, Block 34
Lots 1-18 inclusive, Block 35
Lots 1-15 inclusive, Block 36
Lots 1-45 inclusive, Block 37
Lots 1-10 inclusive, Block 38
Lots 1-10 inclusive, Block 39
Lots 1-5 inclusive, Block 40
Lots 1-10 inclusive, Block 41

of Pembroke Lakes Section III, a Subdivision, according to that Plat thereof as recorded in Plat Book 87 at Page 16 of the Public Records of Broward County, Florida, and

WHEREAS, PEMBROKE LAKES, LTD., A limited partnership, desires that all of the above described property be subject to like restrictions for the mutual benefit and protection of the partnership and persons, both natural and corporate, who may hereafter purchase or acquire any interest in said property, or any portion thereof;

NOW, THEREFORE, in consideration of the premises, PEMBROKE LAKES, LTD., a limited partnership, does hereby declare said properties to be subject to the following restrictions, reservations and conditions, and same shall be binding upon said PEMBROKE LAKES, LTD., a limited partnership, and upon each and every person, firm and corporation who or which shall hereafter become the owners of said property, or any portion thereof, their heirs, successors, and assigns, to wit:

1. LAND USE AND BUILDING TYPE: No lot described above shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, and which may contain a private attached garage for not more than three (3) cars.

2. DWELLING SIZE: No dwelling shall be permitted on any lot having less than 1,000 square feet in the main body of the house. Open porches, garage carports and breezeways shall not be considered as part of the main body of the house.

3. BUILDING LOCATION: No dwelling shall be located on any lot nearer than 25 feet to the front line except in cul de sacs where 20 feet is permitted, or 15 feet to the side street line on corner lots nor nearer than 7½ feet to an interior side lot line, nor shall the front of a dwelling be farther than 45 feet back from the front lot line, nor shall any dwelling be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, fences, steps, open porches, screened pool patios and carports shall not be considered as part of the building.

4. LOT AREA AND WIDTH: No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line or an area of less than 6,500 square feet, provided, however, that a dwelling may be constructed on any lot as shown on the plat described above.

5. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersections of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence or wall shall be placed or erected in the area lying between the front building line to the front property line on any lot. This shall not be construed, however, to prohibit the planting of shrubs, trees, flowers or other ornamental planting in said area.

6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow, of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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

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

9. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one (1) square foot used to indicate the name of the resident, or one sign of not more than five (5) square feet advertising the property for sale or for rent, or sign used by a builder to advertise the property during the construction and sales period.

10. OIL DRILLING: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

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

12. GARBAGE AND REFUSE DISPOSAL: No lot 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.

13. COMMERCIAL TRUCKS, TRAILERS, CAMPERS, MOBILE HOMES, BOATS AND BOAT TRAILERS: In order to maintain the high standards of the subdivision 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 lot in this subdivision, except wholly within a garage or carport, or except during periods of approved construction on said lot. 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, or to the storage of boats approved for use on Pembroke Lakes West provided such boats are stored in the rear yard of such lot.

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

15. 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.

16. WATER SUPPLY: No individual water supply system shall be permitted on any lot for domestic use. This shall not be construed to prohibit the installation of any individual water supply system to be used for a sprinkler system or air-conditioning provided said use shall not be in conflict with municipal laws and ordinances. This provision will not be enforceable unless a utilities system is being operated under service standards and rate structures established by governmental franchise or regulatory bodies.

17. SEWERAGE DISPOSAL: No individual disposal system shall be permitted on any lot. This provision will not be enforceable unless a utilities system is being operated under service standards and rate structures established by governmental franchise or regulatory bodies.

18. WATERFRONT LOTS: As to all of the lots of Pembroke Lakes Section II which are waterfront lots, the following restrictions shall be applicable:

- (a) No boathouse or dock building shall be erected on or adjoining any waterfront lot. No boat landing, dock pier or mooring pile shall be constructed on a lot which abuts or adjoins canals. No boat landing, dock, pier or mooring pile shall be constructed on a lot which abuts or adjoins ^{lakes} Pembroke Lake East so that it extends more than fifteen (15') feet beyond the mean water edge line, which is the line abutting said Pembroke Lake East, ~~west~~ and such boat landing, dock or pier shall be not more than twenty (20') feet in width nor higher than three and one half (3-1/2') feet above the mean high tide, and no cover shall be permitted to be erected in connection therewith. No ramp for boats or aircraft shall be constructed on any waterfront lot.
- (b) No boat canal or other waterway shall be dug or excavated into any of said waterfront lots.
- (c) No waterfront lot shall be ^{increased} increased in size by filling in the water on which it abuts.
- (d) No motor vessel or motor craft of any kind shall be used on any of the waterways.

- (e) With respect to each residence to be constructed on a waterfront lot, there shall be erected, constructed and maintained, a chain link fence not less than four (4') feet in height which will be constructed parallel to and approximately 55 feet inside the front line of the building lot, and which fence will abut each side of the house on such building lot, and extend to the respective side lot lines. It is intended that whenever feasible, such fence will also abut a similar fence erected on each lot adjacent to any building lot fronting on the water. Each fence shall have at least one gate per each building lot on the garage side of the house. The purpose of such fence is to prevent unauthorized persons from gaining access to the water from the street side of each building lot. The fence and gates shall be maintained and kept in good condition by each lot owner. The fences required shall be provided within 30 days after the occupancy thereof.

19. 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 in the above-described subdivision 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 years unless an instrument amending, modifying or abolishing these covenants and restrictions is signed by a majority of the then owners of the lots in the subdivision and is recorded.

20. ENFORCEMENT: These restrictions may be enforced 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 attorneys' fees. (The undersigned owner shall never in any way be deemed liable or responsible to anyone whomsoever for any violation or alleged violation of the within restrictions.)

21. SEVERABILITY: Invalidation of any one of these covenants by judgments or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

22. MODIFICATION: The undersigned owner reserves the right to alter, amend, repeal or modify these restrictions, or any of them, at any time, in its sole discretion, by an instrument to such effect recorded among the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the undersigned have ^{caused} these presents to be signed by its duly authorized General Partners this 7th day of November, 1975.

Signed, Sealed and Delivered
in the presence of:

PEMBROKE LAKES, LTD.

By:

[Signature]
General Partner

By:

[Signature]
General Partner

By: PASADENA DEVELOPMENT CORP. GEN. PARTNER

By:

[Signature]
President

By:

[Signature]
Secretary

STATE OF FLORIDA)
 : SS:
COUNTY OF BROWARD)

I, the undersigned authority, duly qualified and acting, do hereby certify that MORTON KALIN, a general partner, and DAVID CASSEL, a general partner, in Pembroke Lakes, Ltd., a limited partnership, known to me to be such persons, executed the foregoing Restrictive Covenants as the duly authorized general partners of the limited partnership, for and in its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16th day of Nov. 1975.

Mary J. Basile
Notary Public, State of Florida at Large
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 21, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)
 : SS:
COUNTY OF BROWARD)

I, the undersigned authority duly qualified and acting, do hereby certify that LEONARD MILLER and ADOLPH J. BERGER, President and Secretary respectively of PASADENA DEVELOPMENT CORP., a Florida corporation, known to me to be such officers, executed the foregoing Restrictive Covenants before me and acknowledged before me that they executed said Restrictive Covenants as the duly authorized officers of the corporation, for and in its behalf as a general partner in Pembroke Lakes, Ltd., a limited partnership, and affixed the corporate seal, with full authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of November, 1975.

Mary J. Basile
Notary Public, State of Florida at Large
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 20, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

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

CORRECTION OF RESTRICTIVE COVENANTS AFFECTING PEMBROKE LAKES SECTION III, a SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, AT PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, PEMBROKE LAKES, LTD., a limited partnership, caused to be recorded Restrictive Covenants affecting Pembroke Lakes Section III, a subdivision according to the plat thereof, recorded in Plat Book 87, at Page 16, of the Public Records of Broward County, Florida, which covenants were recorded in Official Records Book 6426, at Page 577, of the Public Records of Broward County, Florida; and

WHEREAS the said Restrictive Covenants contain inadvertent errors which ought to be corrected; and

WHEREAS it is the desire and intention of Pembroke Lakes Ltd. to effect the correction of such inadvertent errors,

NOW THEREFORE, the undersigned, Pembroke Lakes, Ltd., a limited partnership, does hereby modify, amend and correct the said Restrictive Covenants above referred to and described, in the following particulars, to wit:

1. The first three lines of Paragraph 18 in the said Restrictive Covenants are amended to read as follows, to wit:

"18. WATERFRONT LOTS; As to all of the lots of Pembroke Lakes Section III which are waterfront lots, the following restrictions shall be applicable:"

2. The reference in subparagraph (a) of Paragraph 18 to "Pembroke Lake East" is corrected to read: "Pembroke Lake West" in each case where it appears in such subparagraph.

3. In subparagraph (c) of Paragraph 18, the spelling of the word "increased" is corrected to read "increased."

4. The word "causes" appearing in the "IN WITNESS WHEREOF" paragraph is corrected to read "caused."

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed by its duly authorized General Partners this 2 day of February, 1976.

Signed, Sealed and Delivered in the presence of:

PEMBROKE LAKES, LTD.

[Signature]

By

[Signature]
General Partner

[Signature]

By:

[Signature]
General Partner

[Signature]

By:

PASADENA DEVELOPMENT CORP.
General Partner

[Signature]

By

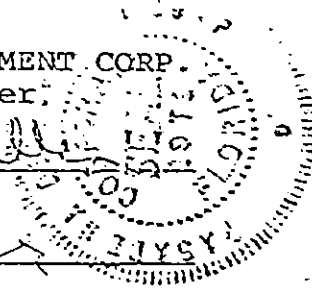
[Signature]
President

By

[Signature]
Secretary

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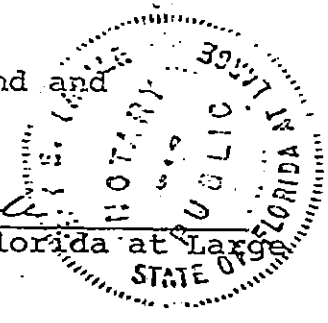


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STATE OF FLORIDA)
 : SS:
COUNTY OF BROWARD)

I, the undersigned authority, duly qualified and acting, do hereby certify that MORTON KALIN, a general partner, and DAVID CASSEL, a general partner, in Pembroke Lakes, Ltd., a limited partnership, known to me to be such persons, executed the foregoing Restrictive Covenants as the duly authorized general partners of the limited partnership, for and in its behalf.

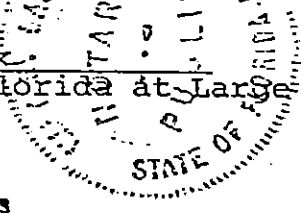
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 2 day of February, 1976.


Mary D. Basile
Notary Public, State of Florida at Large
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 21, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)
 : SS:
COUNTY OF BROWARD)

I, the undersigned authority duly qualified and acting, do hereby certify that LEONARD MILLER and ADOLPH J. BERGER, President and Secretary respectively of PASADENA DEVELOPMENT CORP., a Florida corporation, known to me to be such officers, executed the foregoing Restrictive Covenants before me and acknowledged before me that they executed said Restrictive Covenants as the duly authorized officers of the corporation, for and in its behalf as a general partner in Pembroke Lakes, Ltd., a limited partnership, and affixed the corporate seal, with full authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 2 day of February, 1976.


Mary D. Basile
Notary Public, State of Florida at Large
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 21, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

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

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