

CERTIFICATE OF AMENDMENT TO
DECLARATION AND COVENANTS OF RESTRICTIONS
FOR PHEASANT WALK, SECTIONS ONE THROUGH EIGHT

WHEREAS, the Articles of Incorporation of PHEASANT WALK HOMEOWNERS ASSOCIATION, INC. were filed in the Office of The Secretary of State of the State of Florida on February 26,1976; and

WHEREAS, PHEASANT WALK HOMEOWNERS ASSOCIATION, INC. (The "Association") , was organized for the purpose of administering the operation and management of the PHEASANT WALK, a homeowners Association, under the laws of the State of Florida pursuant to Chapter 617 of the Florida Statutes; and,

WHEREAS, prior to the date hereof, a meeting of the Association was conducted for the purpose of approving the below Amendment to the Declaration and Covenants of Restrictions of the Association; and,

WHEREAS, the President and Secretary of the Association have affixed their signatures hereto and certification that the Association has adopted the said Amendment appearing below, all in conformance with the afore described provisions of the Declaration and Covenants of Restrictions of the Association.

NOW, THEREFORE, this shall certify that the Declaration and Covenants of Restrictions of the Association be amended to read as follows:

The Declaration of Conditions, Reservations and Restrictions for Pheasant Walk Sections One through Eight inclusive, shall be amended to read as follows:

. . .The Pheasant Walk Homeowners Association Board of Directors may enter into a Bulk Rate Agreement for the purpose of providing bulk cable services to the homeowners in Pheasant Walk. Any and all charges incurred in connection with this agreement shall be considered a common expense and an assessment may be levied as authorized by the covenant Declaration and shall be subject to the terms and provisions of the Declaration, including without limitation those provisions relating to the rights of the Association to secure such charges by recording a lien against such lot.

Pheasant Walk Homeowners Association Board of Directors may not enter into any other agreement for bulk services for the association or its homeowners without a fifty-percent plus one vote of all the homeowners of Pheasant Walk.

The cost of the Bulk Cable Agreement shall be assessed equally among all homeowners and shall be paid yearly on July 1. except where this agreement shall take effect after July 1, 1998. in the first year, the amount collected shall be as required to equal that portion or the year's assessment remaining until July 1 of the following year.

All monies collected for the Bulk Cable Agreement shall be kept in a separate fund and not merged with the general association dues and assessments. These monies may not be used in any manner other than for payment of the cost of the Bulk Cable Agreement, except by a fifty percent plus one vote of all homeowners of Pheasant Walk. The Pheasant Walk Board of Directors shall not have the power to alter this amendment without an affirmative 2/3 vote of all the homeowners of Pheasant Walk.

CERTIFICATION

We, the undersigned as President and Secretary of the PHEASANT WALK HOMEOWNERS ASSOCIATION, INC. A Florida Corporation not-for-profit having its principal office in Palm Beach County, Florida, hereby certify and affirm that the Amendment to the Declaration and Covenants of Restrictions of the Association was duly adopted by the Association, all in accordance with the provisions of Chapter 617 of the Florida Statutes and the Declaration and Covenants of Restrictions of the PHEASANT WALK HOMEOWNERS ASSOCIATION, INC., as recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of PHEASANT WALK HOMEOWNERS ASSOCIATION, INC. , this 30 day of December, 1999.

PHEASANT WALK HOMEOWNERS
ASSOCIATION, INC.

Ray Kelly, President

Joy Schwartz, Secretary

Witnesses:

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority. Personally appeared Raymond J. Kelly, President and Joy C. Schwartz, Secretary of PHEASANT WALK HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not-for-profit, and they acknowledge to and before me that they executed the foregoing as such officers of said Corporation, and that they affixed the corporate seal thereto, and that the foregoing is the act and deed of such Corporation.

WITNESS my hand and official seal, this 30 day of December.

My Commission Expires:
Eric Estebanez, Notary