

DECLARATION AND ESTABLISHMENT
OF
CONDITIONS, RESERVATIONS AND RESTRICTIONS
FOR
PHEASANT WALK, SECTION TWO

KNOW ALL MEN BY THESE PRESENTS:

Pheasant Run, Inc., a Florida Corporation, hereinafter sometimes called Owner, being the owner of all of the following described premises, situate within the County of Palm Beach, State of Florida, to wit:

A portion of the South 1170 feet, as measured at right angles to the South line of Section 36, Township 46 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 36; thence run on an assumed bearing of North 610.01 feet along the West line of said Section 36 to a point thence run South 89°40'13"E 40.00 feet along a line parallel to said South line of Section 36 to the Point of Beginning; thence continue S89°40'13"E 1249.57 feet

along said parallel line to a point; thence run North 280.00 feet along a line parallel to said West line of Section 36 to a point; thence run N 89°40'13"W 181.53 feet to a point; thence run North 233.50 feet along a line parallel to said West line of Section 36 50 a point of intersection with the Southerly boundary of Pheasant Walk Section One, according to the plat thereof recorded in Plat Book 31, Page 232, of the Public Records of Palm Beach County, Florida; thence run N 89°40'13"W 54.43 feet along said Southerly boundary to a point; thence run S 31°00' 00"H 131.63 feet along said Southerly boundary to a point; thence run N 59°00'00"W 110.00 feet along said Southerly boundary to a point thence run S 31°00'00"W 28.77 feet along said Southerly boundary to a point: thence run N59°00'00"W 60.00 feet along said Southerly boundary to a point; thence run N 35°14'40"W 120.18 feet along said Southerly boundary to a point, thence run N 89°40'13"W 715.93 feet along said Southerly boundary to a point of intersection with a line 40.0 feet East of and parallel to said West line of Section 36; thence run South 560.00 along said parallel line to the Point of Beginning, containing an area of 14.14 acres more or less.

Said premises being also known as Pheasant Walk Section Two as recorded in Plat Book 32, Page III of the Public Records of Palm Beach County, Florida, has established a general plan for the improvement and development of such premises, and does hereby establish the covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, to wit:

1. Residential Use. Such lots, and each and every one thereof, are for single-family residential purposes only. No building or structure intended for or adapted to business purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multiple-family dwelling shall be erected, placed, permitted, or maintained on such premises, or on any part thereof. No improvement or structure whatever, other than a first class private dwelling house, patio walls, swimming pool, and garage, may be erected, placed or maintained on any lot in such premises.

2. Homeowners' Association. The owner has incorporated a non-profit corporation known as Pheasant Walk Homeowners Association, Inc., hereinafter called the Association, for the purpose of maintaining high standards of construction design, and overall general appearance throughout the subdivision and for maintaining all common community areas and services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners. Each and every lot owner, in accepting a deed or contract for any lot in the subdivision agrees to and shall be a member of and be subject to the obligations imposed by and the duly enacted By-laws and rules of the Association. It is agreed by each lot owner that the owner, Pheasant Run, Inc., has the right, power and authority to elect the directors and officers of the Association until such time as it no longer owns any lot in the above described subdivision, and each and every lot owner in accepting a deed or contract for any lot in the subdivision consents to the foregoing, however, notwithstanding the foregoing, the owner has reserved the right to at any time prior to such time to relinquish its said right, power and authority in favor of the lot owners within the subdivision.

3. Approval of Plans. All plans for the construction of private roads and driveways and all building plans for any building, fence, corral, wall or structure to be erected upon any lot, and the proposed location thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any building, road, driveway, building, fence, wall, swimming pool, barbeque, patio, or other structure whatsoever, or remodeling, reconstruction or altering such road, driveway or structure upon any lot, the person or persons desiring to erect, construct, or modify the same -shall submit to the Association three complete sets of road or driveway plans, showing the locations, course, and width of same or three complete sets of building plans, and specifications for the building, fence, wall, or other structure, as is applicable, so desired to be erected, constructed, or modified. No structure of any kind, the plans, elevations, specifications of which have not received the written approval of the Association and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building road, driveway, or other structure is contemplated prior to the beginning of such construction. No change or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Association. Refusal of approval of plans and specifications and location by the Association may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Association shall seem sufficient. The Association shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

4. Maintenance Assessments. In order to maintain and continue high standards of maintenance, care and aesthetics in and upon the subdivision including, but not limited to the non privately owned areas and to defray the costs to maintain the subdivision entrance and highway landscaping and improvements, the approved signs within the subdivision, the parks, the subdivision lighting system, and the cost of providing such other reasonable and necessary maintenance and services to the lands and non privately owned improvements located within the subdivision as are determined to be necessary In the sole and absolute discretion of the Association. and in order to supplement such maintenance and care as may be rendered to the areas by Palm Beach County or other lawful authority as well as in the best interest of public health and sanitation, each lot in the subdivision, including lots owned by Pheasant Run, Inc., is hereby subject to a annual assessment to be levied by the Association commencing with the year 1977, which shall be secured by a lien upon such lot until the same is paid which lien shall be enforceable in a court of law or equity, and all court costs and attorneys fees incurred in the collection of such lien shall be paid by the respective lot owner. Such assessment shall be payable annually on the first day of January each year in advance to the Association at the office of the Association, Palm Beach County, Florida, and will be delinquent when not paid within 30 days after it becomes due. The judgment of the Board of Directors of the Association in the expenditure of said funds shall be final. Notwithstanding anything herein to the contrary, the Association's lien hereunder shall at all times be

subordinate to the mortgage lien in favor of any savings and loan association, bank or other institutional lender.

5. Lawns and Landscaping. All lawns in the front of the property shall extend to the pavement line as constructed by the Grantor. No gravel or blacktop or paved parking strips are to be allowed except as approved on the plot plan of the plans and specifications. On each lot it is hereby required that there be prior to occupancy of the residence located thereon a minimum of five trees, each no less than six feet in height and a minimum of 30 shrubs, each no less than 18 inches in height. All lawns shall be fully sodded and shall contain underground sprinkler system sufficient to water the lawn. All plans for landscaping are to be approved in writing by the Association.

6. Signs . No billboards, advertising signs "For Rent" or "For Sale" signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be furnished to the lot owner on request by the Association shall be permitted. No other sign or any kind or design shall be allowed. The provisions of this paragraph may be waived and or modified by the Association only when in its discretion the same is necessary to promote the sale of property in and the development of the subdivision area. Nothing herein shall be construed to prevent Pheasant Run, Inc., or anyone acting with the permission and consent of the said subdivider from erecting, placing, or maintaining sign structures and offices as may in its sole unrestricted discretion be deemed necessary by it for the operation and development of the subdivision.

7. Walls. No boundary wall shall be constructed with a height of more than five feet above the ground level of adjoining property, and no boundary line hedge or shrubbery shall be permitted with a height of more than five feet. No wall of any height shall be constructed on any lot until after the height, type design and approximate location thereof shall have been approved in writing by the Association. The heights or elevations of any wall shall be measured from the existing property elevations. Any questions as to such heights may be conclusively determined by the Association, It is further established that the design construction and wall height of the entrance improvements to the subdivision and the highway border wall shall not be required to conform to these restrictions but may be constructed wholly in such fashion as is approved by Pheasant Run, Inc.

8. Nuisances. Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No cattle, horses, swine, goats, poultry, or fowl shall be kept, and no derrick or drilling apparatus, billboard or other advertising device except as provided in Paragraph 6 hereof, factory, boat slip or marine railway slip, machine shop, manufacturing establishment, laundry or dry cleaning plant, trailer park, nursing home, sanitarium, health spa, hospital, corrective school, restaurant bar or like institution, shall be constructed and operated. The above list of prohibited businesses and activities is by way of illustration and not limitation. In the event of any question as to what may be or may become a nuisance, such question shall be submitted to the Association for a decision in writing and its decision shall be final.

9. Maintenance of Premises. No weeds, underbrush or other unsightly grown shall be permitted to grow or remain upon the premises hereby conveyed, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon: and In the event that the lot owner or successors shall fail or refuse to keep the premises free of weeds, underbrush or refuse piles or other unsightly growth or objects, then the Association may enter upon said lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass. The cost of such removal shall be a lien against the subject property until paid in full.

10. Garbage Containers. All garbage containers or trash containers, oil tanks and bottle gas tanks must be underground or placed In wall-in areas so that they shall not be visible from the adjoining properties.

11. Clothes Drying Area. No outdoor clothes drying area shall be allowed, nor shall outside clotheslines be allowed.

12. No Temporary building. No tents and no temporary accessory building or structure shall be erected without the written consent of the Association.

13. Trucks and Boats. No trucks of any kind shall be permitted to be parked within the subdivision and outside of any garage unless the same is present and necessary in the actual construction or repair of buildings within the subdivision and no trucks shall be parked overnight outside of any garage, without written approval of the Association. No boat shall be permitted to be parked within the subdivision unless parked within a garage so that it is not visible from the street or any surrounding property.

14. Remedies for Violations. Violation or breach of any condition, restriction or covenant herein contained by any person or concern owning land within the subdivision shall give the Association in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions or covenants, and to prevent the violation or breach of any of them. In addition to the foregoing the Association shall have the right, whenever there shall have been built any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exist, and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.

15. Additional Restrictions or Modifications Thereof. Pheasant. Run, Inc., may include in any deed conveying lands in the subdivision any additional restrictive covenants or any modifications of any of the covenants contained in this deed.

16. Invalidation Clause. Invalidation of any one of these covenants by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

17. Antennas. No outside television, wireless or radio antennas shall be allowed on any residence within the subdivision.

18. Dues to Association. In the event any lot owner, or residence owner or owner of a residential lot who after becoming a member, as described in Paragraph 2 of the Restrictions, fails or refuses to continue the annual dues payments, or who refuses to become a member after the purchase of a lot, as hereinbefore described, said unpaid dues will become a lien upon the real property owned by the member. The Association may proceed to enforce the lien in accordance with Paragraph 4 of these Restrictions and applicable Florida law.

19. Modification of Restrictions. The Association shall have the right to modify or amend these restrictions based upon particular circumstances presented to the Association showing good cause or reasonableness in the opinion of the Association and the Association's determination shall be conclusive in that regard.

20. Occupancy. No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within six months from the start thereof, provided that the Association owner may extend such time when in its sole and unrestricted opinion conditions warrant such extension. No temporary house, temporary dwelling temporary garage, temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon any lot unless approved by the Association.

21. Size of Residences and Roofs. The minimum square footage of each residence within the subdivision shall be 1250 square feet of living area exclusive of the garage and shall be required on all houses as a part of such residence. No carports shall be allowed. Roof pitch must be a minimum of four inches (4") on twelve inches (12") and minimum roof overhang is sixteen inches (16") although it is requested that a greater overhang be used whenever possible. Roofs shall be either flat cement tile of any color, or barrel tile of any color; or Spanish tile, or wood shingles; or asphalt shingle roofs—thick butt type only. No gravel roofs except on flat deck over porch.

22. Division of Lots. No lot shall be resubdivided except as approved by the Association.

23. Letter and Delivery Boxes. The Association shall determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes as well as with respect to all signs including all street and traffic control signs within the subdivision in order that the area be strictly uniform in appearance with respect thereto.

24. Enforcement of Covenants. All of the foregoing covenants, conditions, reservations, and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in such premises, regardless of how he acquired title, until the commencement of the calendar year, 2008, on which date these covenants, conditions reservations, and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on such premises or any owner thereof; provided, however;" that these covenants, conditions, reservations and restrictions shall be automatically extended for a period of ten years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods or the base period the owners of a majority of the lots in the subdivision shall by written instrument duly recorded declare a termination of the same. Although these covenants, conditions, reservations, and restrictions may expire as herein provided, any and all reversions for breach of these covenants, conditions, reservations, or restrictions committed or suffered prior to such expiration shall be absolute. Provided, that in the event of a breach of any of the covenants, conditions, reservations, or restrictions hereby established the Association shall have the right of immediate entry upon such real property and as to each lot owner in such premises these covenants, conditions, reservations and restrictions shall be covenants running with the land and the breach of any thereof or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by the Association or by the owner of another lot in the subdivision concerned.

Provided further that should the Association or the said lot owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the Association or the said lot owner, as the case may be shall have a lien upon such lot or lots to secure payment of all such account.

Provided further that the breach of any of the foregoing covenants, conditions, reservations, or restrictions, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lot in such premises, but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale, otherwise.

Provided further that no delay or omission on the part of the Association or the owners of other lots in such premises in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association for or on account of its failure to bring any action on account of

any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable by the Association.

Provided, further, that in the event any one or more of the foregoing covenants, conditions, reservations, or restrictions shall be declared for any reason, by a court of competent Jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF, Pheasant Run, Inc., a Florida corporation has caused this instrument to be executed by its duly authorized officer, and its corporate seal to be hereunto affixed this 4th day of February, 1977.

PHEASANT RUN, INC.
President

Attest:
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared ERMINIO P. GIULIANO and ARTHUR V. STROCK, well known to me to be the President and Secretary respectively of the corporation named in the foregoing instrument, and that they acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 4th day of February, 1977.