

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

KNOW ALL HEN BY THESE PRESENTS:

PW ASSOCIATES, a Florida General Partnership, 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;

(See Exhibit A attached hereto)

Said premises being also known as Pheasant Walk Section Eight, as recorded in Plat Book 37 Page 160 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 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:

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PHEASANT WALK. SECTION EIGHT

Each and every paragraph I through 24 inclusive of the Declarations and Establishment of Conditions, Reservations and Restrictions for Pheasant Walk Section Two, as recorded on February 8, 1977, in Official Records Book 2638 at Page 967 of the Public Records of Palm Beach County, Florida, are hereby incorporated by reference and hereby adopted as the covenants, conditions, reservations and restrictions for Pheasant Walk Section Eight.

In addition to those above-referenced restrictions 1-24, the following are hereby adopted as additional restrictions for Pheasant Walk Section Eight:

25. Each homesite shall be equipped with a well which when used in conjunction with the sprinkler system required by restriction no. 5 shall be sufficient to fully and adequately water the homesite's lawn.

26. Color of Residence; All residences shall be painted in earth tones (shades of tan) and shades of white or such other color or colors as may be approved in writing in advance by the Pheasant Walk Homeowners' Association, Inc. In the event of non-compliance. Pheasant Walk Homeowners' Association, Inc. reserves the right to paint the residence so as to comply with this restriction and assess the owner for the costs thereof.

27. Owners of those lots in the subdivision lying either between Lake Park Road and the lake located within Tract F or Spring Tree Lane and said lake shall properly sod the area located between their lot and the high water line of said lake as determined by the Association. The Association shall water, care for and maintain said area. In the event that in the opinion of the Association said area is not sodded as aforesaid, then the Association shall have the power at its discretion to do so and to charge the said upland lot owner for the full costs thereof, which said charge, together with reasonable attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of the lien, shall be secured by a lien on such lot owner's property in favor of the Association. The lien is effective from and after recording a Claim of Lien in the Public Records of Palm Beach County, Florida, stating the description of the said upland lot or lots, the names of the record owner, the amount due, including attorney's fee, and the due dates. The lien is in effect until all sums secured by it have been fully paid. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any Claim of Lien. 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, which said mortgage is filed for record prior to filing the Association's said Claim of Lien.

28. No motor propelled boat shall be operated on the lake at anytime. No boats of any kind shall be abandoned on or near the lake; and if, in the opinion of the Association, it is determined that a boat has been abandoned, then the Association may, after fifteen (15) days notice to the owner of the boat, or by notice in writing posted on the vessel itself for fifteen (15) days, dispose of the boat as it deems proper, including, but not limited to, by way of private sale.

29. The use of the entire lake area including but not limited to that area between the lake shore and the upland lot line closest to the said lake shall be open to all of the homeowners residing within all of the Pheasant Walk Subdivisions as well as any other persons or classes of persons authorized by the Board of Directors of the Association. Such use shall be governed by such rules and regulations, in addition to those set forth in these restrictions, as are duly passed by the Board of Directors of the Association and such use as well as such rules and regulations may be enforced by injunction. Additionally, the Association may impose sanctions for failure to obey those rules including expulsion from the lake for individuals who in the opinion of the Association intentionally or wantonly disobey such rules. In the event that it is necessary for the Association to retain an attorney to assist it in the enforcement of its rules, the Association shall be entitled to recover from the person in such violation all of its reasonable costs plus a reasonable fee for its attorney.

30. Picnicking shall not be allowed on the lake shore, i.e. the area between the high water line of the lake and the closest property line to the lake from the property owned by the upland individual lot owner.

31. The tree and shrubbery package for each lot within the subdivision must be approved by the Association before any of the trees and shrubs are planted on a particular lot. The minimum to be approved by the Association for each lot will include at least six (6) trees each at least ten feet (10') in height and fifty (50) shrubs, twenty (20) of which must each be a minimum of eighteen inches (18") high and thirty (30) of which must each be a minimum of thirty inches (30") high. The requirements of this paragraph shall supersede any lesser requirements pertaining to trees and shrubbery requirements in any of the other restrictive covenants pertaining to this subdivision.

32. The entire lake area, including that area between the high water line and the lot lines, as well as the lake access easement as shown on the Plat of Pheasant Walk Section Eight, as recorded in Plat Book 37, Page 160 of the Public Records of Palm Beach County, Florida, shall become common areas and it shall be the responsibility of the Pheasant Walk Homeowner's Association to care for and maintain these areas.

IN WITNESS WHEREOF, PW ASSOCIATES, a Florida General Partnership; has caused this instrument to be executed by a duly authorized general partner and corporate seal to be hereunto affixed this 23rd day of October, 1979.

PW ASSOCIATES, a Florida General Partnership

By PHEASANT RUN, INC, General Partner

President

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 PHEASANT RUN, INC., a Florida corporation and a General Partner of PW ASSOCIATES, a Florida General Partnership, 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 PHEASANT RUN, INC.

WITNESS- my hand and official seal in the County and State last aforesaid this 23rd day of October, 1979.

PHEASANT WALK SECTION EIGHT

A parcel of land in Section 36, Township 46 South, Range 42 East, .County of Palm Beach, State of Florida, more particularly described as follows:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (S.W. 1/4) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 36; THENCE RUN N 00°14'26"E 577.08 FEET ALONG THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) TO A POINT; THENCE RUN N 89°45' 34"W. 32.47 FEET TO A POINT; THENCE RUN S 56°21'15"W 199.20 FEET TO A POINT OF INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1757.00 FEET, A CENTRAL ANGLE OF 02°47' 08" AND A CHORD BEARING-OF N 31°26'57"W; THENCE RUN NORTHWESTERLY 85.42 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 11°45 '22" E 35.11 FEET TO A POINT; THENCE RUN N.33°28'42" W. 60.00 FEET TO A POINT; THENCE RUN N 78°38 '45"W 35.36 FEET TO A POINT; THENCE RUN S 56°21 15"W 60.00 FEET TO A POINT, THENCE S 11°21' 15"W 35.36 FEET TO A POINT; THENCE RUN S 56°21'15"W 60.00 FEET TO A POINT; THENCE-RUN N 78°38'45"W 35.36 FEET TO A POINT; THENCE RUN S 56 °21'15"W 100.00 FEET TO A POINT; THENCE RUN N 33°38'45"W 552.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 56°21 '15"; THENCE RUN NORTHWESTERLY 786.85 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN WEST 113.49 FEET TO A POINT; THENCE RUN SOUTH 650.00 FEET TO A POINT; THENCE RUNS 32°55'09" E 1017.27 FEET TO A POINT; THENCE RUN S07°34'51"E 507.25 FEET TO A POINT OF INTERSECTION WITH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1487.00 FEET, A CENTRAL ANGLE OF 05°25'20" AND A CHORD BEARING OF N 80°05' 36"E; THENCE RUN NORTHEASTERLY 140.72 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH BOUNDARY OF PHEASANT WALK SECTION FOUR, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 34, PAGE 2, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY TO A POINT; THENCE RUN S 12°37 '04"E 100.00 FEET ALONG SAID NORTH BOUNDARY OF PHEASANT WALK SECTION FOUR TO A POINT OF INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 999.00 FEET, A CENTRAL ANGLE OF 24°27 '47" AND A CHORD BEARING OF N5°09'03"E; THENCE RUN NORTHEASTERLY 426.53 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTH BOUNDARY TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 636.00 FEET AND A CENTRAL ANGLE OF 61°53'24"; THENCE RUN NORTHEASTERLY 686.99 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 81°01'45"E 110.00 FEET TO A POINT; THENCE RUN S 78°06' 00"E 95.84 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 42.51 ACRES, MORE OR LESS.

EXHIBIT "A"