

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

KNOW ALL MEN 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 amend the covenants, conditions, reservations and restrictions heretofore filed by it and recorded in Official Records Book 2638 at Page 967 and in Official Records Book 3169 at Page 727, both within the Public Records of Palm Beach County, Florida, upon which and subject to which all lots and portions of such lots in such PHEASANT WALK SECTION EIGHT 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, co-wit:

A. Paragraph 25. of said covenants is hereby amended to read as follows:

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. Said sprinkler system shall include a proper rust inhibitor which said rust inhibitor shall be kept in good operating order at all times so as to prevent rust stains from being brought about through the use of the water from the sprinkler system.

B. Paragraph 27. of said covenants is hereby amended to read as follows:

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 lot owner sodding said area, as aforesaid, shall water, care for and maintain said area and shall install, operate and maintain necessary sprinkler system in order to properly water said area. In the event that in the opinion of the Association said area is not watered, maintained and 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.

C. Paragraph 28. of said covenants is hereby amended to read as follows:

28. No motor propelled boat shall be operated on the lake at anytime. No boats or any kind shall be left on the lake overnight; and if, in the opinion of the Association, it is determined that a boat has been abandoned in or about the lake, 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. No docks, bulkheads, moorings, piling, boathouse or boat shelters of any kind or any construction shall be erected on or over the waterways or lake maintenance areas of and within the subdivision.

D. Paragraph 31. of said covenants is hereby amended to read as follows:

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 eight (8) trees, each at least ten feet (10') in height and with a spread of four feet to five feet, and seventy-five (75) shrubs, twenty-five (25) of which must each be a minimum of eighteen inches (18") overall and fifty (50) of which must each be a minimum of thirty inches (30") overall. 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.

. E. Paragraph 32. of said covenants is hereby amended to read as follows:

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 be common areas; however, the maintenance of that area. except for the lake access easement area, shall be carried out as provided in paragraph 27 herein above. The lake access easement shall be out as provided by the Association which shall establish necessary rules and regulations for the use and operation thereof..

F. A new paragraph to be known as paragraph 33. is hereby added to the said covenants, reservations and restrictions, as follows:

33. For the purpose of clarifying the owner's intent and procedure with respect to liens in favor of the Association or authorized by the covenants and restrictions for each of the subdivisions within Pheasant Walk, including this Pheasant Walk Section Eight, the following procedure shall be followed. 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 lot, the name of the record owner, the amount due and the due dates. The lien is in effect until all sums secured by it have been fully paid. The Claim of Lien includes only amounts which are due when the Claim is recorded. A Claim of Lien must be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a Satisfaction of the Lien. The Association may bring an action in its name to foreclose a lien as provided for in the conditions, reservations and restrictions in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgement for any unpaid amounts due to the Association by the lot owner without waiving any Claim

of Lien.

G. All references to the lake made in paragraphs 27, 28, 29, 30 and 32 of the Declaration and Establishment of Conditions, Reservations and Restrictions for said PHEASANT WALK SECTION EIGHT and Amendments there to are intended to refer only to the area described as "Tract F Park 10.13 AC" on the said plat of PHEASANT WALK SECTION EIGHT as recorded in Plat Book 37, Page 160, of the Public Records of Palm Beach County, Florida.

H. The conditions, reservations and restrictions for Pheasant Walk Section Eight are hereby ratified and confirmed, except insofar as any part of them is modified by this Amendment.

IN WITNESS WHEREOF, PW ASSOCIATES, a Florida General Partnership, has caused this instrument to be executed by a duly authorized general partner and the corporate seal of said general partner to be hereunto affixed this 25th day of July, 1980.

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 25th day of July, 1980.

Notary Public

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 SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 36; THENCE RUN N 00°14' 26"E 577.08 FEET ALONG 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 N11°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 RUN S 32°55'09" E 1017.27 FEET TO A POINT; THENCE RUN S 07°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"