

MODIFICATION
OF
CONDITIONS, RESERVATIONS, AND RESTRICTIONS
FOR
PHEASANT WALK SECTIONS ONE THROUGH EIGHT

WHEREAS, certain Declaration and Establishment of Conditions, Reservations and Restrictions for the PHEASANT WALK Subdivisions in Palm Beach County, Florida. (Restrictions for PHEASANT WALK), have been recorded by PHEASANT RUN, INC., in the Public Records of Palm Beach County, as herein set forth:

<u>SECTION</u>	<u>O. R. BOOK/PAGE</u>	<u>DATED</u>	<u>FILED</u>	<u>PLAT BOOK/PAGE</u>
ONE	2585/776-81	9/21/76	9/21/76	31-232
	2636/71-72	1/28/77	2/02/77	
TWO	2638/967-973	2/04/77	2/08/77	32-111
THREE	2686/1014-1015	3/02/77	6/02/77	33-15 & 16
FOUR	2832/1099-1100	3/21/78	3/27/78	3A-1&2
FIVE	2973/700	12/08/78	12/12/78	
	2973/884-885	12/12/78	12/12/78	35-13 & 14
SIX	2973/704-705	12/12/78	12/12/78	35-193 & 194
SEVEN		1/08/82		44-48 & 49
EIGHT	3169/727-729	10/23/79	11/06/79	37-160 & 161
	3336/1606-1609	7/25/80	8/01/80	

and

WHEREAS, Paragraph Nineteen (19) of each of the above recorded restrictions provides that the PHEASANT WALK HOMEOWNER'S ASSOCIATION, INC., (ASSOCIATION) shall have the right to modify each of the above said restrictions based upon particular circumstances presented to the ASSOCIATION showing good cause or reasonableness in the opinion of the ASSOCIATION for such modification, and

WHEREAS, there has been presented to the ASSOCIATION particular circumstances which provide good cause for the Modifications as hereinafter provided,

NOW THEREFORE, the ASSOCIATION does hereby modify each and every one of the above-described Restrictions for PHEASANT WALK by adding the following provisions to the above Restrictions for each subdivision as above described in PHEASANT WALK, to wit:

A. MAINTENANCE OF PREMISES. The owner of each lot shall at all times maintain his lot. Including the shrubbery and landscaping thereon, in a neat and trim condition. No weeds, underbrush or other unsightly growths shall be allowed to grow or remain on any lot, and no refuse pile or other unsightly object shall be placed or allowed to remain thereon. The property, buildings, improvements and appurtenances shall be kept in a clean, neat, and attractive condition and all buildings and structures shall be maintained in d finished, neat and attractive condition. All residential units shall be maintained and regularly painted In a manner which is harmonious with other units in PHEASANT WALK, particularly those on adjoining lots, and each owner shall be responsible for the prevention and removal of rust from the external surfaces of his residence, adjoining driveways, sidewalks and adjacent street areas. All driveways and other paved or pebbled areas shall be kept In a neat and orderly condition. In the event the owner or owners of any lot fail to maintain such lot in accordance with the above requirements of this paragraph, the ASSOCIATION may:

(a) Enter upon the Lot for the purpose of performing the maintenance necessary to comply with the provisions hereof, which entry shall not be deemed as a trespass;

(b) Contract with third persons to perform the maintenance necessary to bring the Lot and its improvements in compliance with the above provisions, which said third persons may do without committing trespass.

Prior to exercise of either remedy above, the Board shall mail written notice, either registered or certified mail, return receipt requested, to the Lot Owner at either the address of the Lot, or the last known address of the Lot Owner, advising the Lot Owner of the defects, and shall not proceed with either of said remedies unless the Lot Owner has failed to correct such defects within a period of thirty (30) days after mailing of such notice. All costs of curing such defects, including interest at the maximum legal rate from the date such costs were incurred, sustained or expended, until paid, whether incurred by the Association or third persons, shall be paid by the Lot Owner and, if unpaid, shall become a lien against the Lot upon the filing of a Claim of Lien among the Public Records of Palm Beach County, Florida. Such lien may be enforced by foreclosure in the same manner as a mortgage in accordance with the provisions of Paragraph 24 of the Conditions, Reservations and Restrictions for Pheasant Walk, as well as through the provision of Paragraph C below.

B. UNAUTHORIZED VEHICLES. No commercial trucks, 4-wheel drive trucks, Jeeps, campers, motor homes, house trailers, boats, airplanes, gliders or inoperable vehicles of any kind shall be permitted to be parked within the PHEASANT WALK subdivisions unless parked within a garage or behind a fenced in yard so that it is not visible from the street or surrounding property unless, in the case of commercial trucks, the same is present and necessary at the site of the construction or repair of buildings within the subdivisions. No motor vehicles which bear a "For Sale" sign on them shall be allowed to be parked at the PHEASANT WALK entrance or streets, except in such authorized area immediately in front of the owner's property. Each lot owner authorizes the Homeowner's Association, by and through its designated representative, to pursue, as his agent, the remedies provided for in Section 715.07, Florida Statutes (Wrongful Statute), in furtherance of the enforcement of this paragraph.

C. ENFORCEMENT OF COVENANTS AND REMEDIES FOR VIOLATIONS. The covenants, conditions, reservations or restrictions herein established shall be covenants running with the land, and in the event of a breach of any thereof, or the continuance of any such breach by any person or person concerning land within PHEASANT WALK, or their lessees and assigns, the ASSOCIATION, or the owner of another lot in an adjacent area concerned, may proceed at law or in equity, to compel compliance with the terms of said conditions, restrictions or covenants, and to enjoin or remedy such breach by appropriate proceedings. Where the breach is the failure to maintain the premises, the building of any unauthorized structure, or the existence of a nuisance as defined, all constituting material violations as set forth in the covenants, the ASSOCIATION shall have the right to enter upon said property, in accordance with the procedures previously set forth in the covenants, 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. Where liens in favor of the ASSOCIATION are authorized by these covenants and restrictions to effect compliance with same, the lien shall be effective from and after the recording of the 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 shall remain in effect until all sums secured by it have been fully paid. The Claim of Lien shall include only amounts which are due when the Claim is recorded, and shall 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 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 judgment for any unpaid amounts due to the ASSOCIATION by the lot owner without waiving any Claim of Lien.

In the event that the ASSOCIATION or lot owner, as the case may be, shall employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions in the matter referred to above, by reason of

any breach of said covenants, conditions, reservations or restrictions, 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 serve payment of all such account.

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 acquiescencetherein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone, whomsoever, 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 enforceable by the ASSOCIATION,

From on and after the date of recording of this Modification of Conditions, Reservations and Restrictions for PHEASANT WALK, Section One Through Eight, in the Public Records of Palm Beach County, the above three (3) Restrictions shall constitute covenants that run with the land, and such Restrictions shall be binding on all plots and parcels of land contained in the PHEASANT WALK Subdivisions as described and recorded in the Public Records of Palm Beach County as set forth above.

These modifications are being signed also by PHEASANT RUN, INC., the original owner and developer for all the above lands in order to show Its consent and approval to the above modification.

IN WITNESS WHEREOF, PHEASANT RUN, INC., a Florida corporation, and PHEASANT WALK HOMEOWNER'S ASSOCIATION, a Florida corporation riot-f or-prof It, have caused this Modification of the Declaration and Establishment of Conditions, Reservations and Restrictions for PHEASANT WALK to be executed by their respective and duly authorized officers and their corporate seal affixed this 20th day of May, 1983.

PHEASANT RUN, INC.

PHEASANT WALK HOMEOWNER'S ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, a Notary Public, duly authorized In the State and County named above to take acknowledgments, personally appeared ERMINIO P. GIULIANO, well known to me to be the President of PHEASANT RUN, INC., who executed the foregoing Instrument, and who acknowledged before me that It was executed In the name of and for that corporation under authority duly vested in him by said corporation, and that the seal affixed thereto Is the true corporate seal of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of May, 1983.

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, a Notary Public, duly authorized in the State and County named above to take acknowledgments, personally appeared DONALD A. MARRA, well known to me to be the President of PHEASANT WALK HOMEOWNERS' ASSOCIATION, INC., who executed the foregoing Instrument, and who acknowledged before me that it was executed in the name of and for that corporation under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of May, 1983.