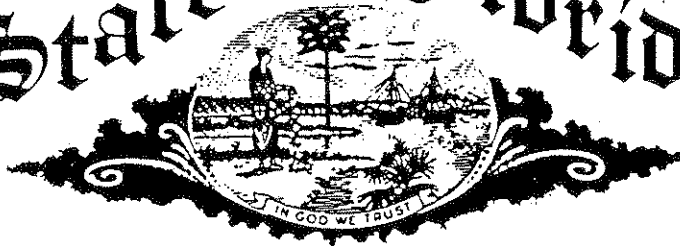


# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 18, 1989, as shown by the records of this office.

The document number of this corporation is N31769.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
18th day of April, 1989.



A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith  
Secretary of State

## ARTICLES OF INCORPORATION

OF

PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I  
NAME OF CORPORATION

The name of the corporation is PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II  
PRINCIPAL OFFICE

The principal office of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. is 5331 West Gun Club Road, West Palm Beach, Florida, 33415.

ARTICLE III  
REGISTERED AGENT

WALDEMAR SCHICKEDANZ, whose address is 1300 North Florida Mango Road, Suite 8, West Palm Beach, Florida, 33409, is hereby appointed the initial registered agent of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.

ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION

PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots, Units and Common Area of PHEASANT RUN SUBDIVISION, as recorded in the public records of Palm Beach County, Florida, and to promote the health, safety and welfare of the residents within the

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above-described property and any additions thereto as may hereafter be brought within the jurisdiction of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. for this purpose to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. as set forth in that certain Declaration of Covenants, Conditions and Restrictions of PHEASANT RUN SUBDIVISION, hereinafter called "Pheasant Run Declaration", applicable to the property and recorded or to be recorded in the Public Records of Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, said Pheasant Run Declaration being incorporated herein as if set forth at length;

B. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of Pheasant Run Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., including all licenses, taxes or governmental charges levied or imposed against the property to PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.

D. Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

E. Dedicate, grant easements, sell or transfer all or any part of the Common Areas of PHEASANT RUN SUBDIVISION to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.

F. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members.

G. Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit

Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V  
MEMBERSHIP

Every person or entity who is a record owner of a free or undivided fee interest in any unit which is subject by easements of record to assessment by PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., including contract sellers, shall be a member of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.

ARTICLE VI  
VOTING RIGHTS

PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. shall have two classes of voting membership:

Class A: Class A members shall be such Owners as described in Article III, Section 2 of Pheasant Run Declaration, with the exception of the Declarant, and shall be entitled to one (1) vote for each unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Unit or Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earliest

- (a) Five (5) years from the filing date, in the Public Records of Palm Beach County, Florida, of the conveyance of the first Unit, or
- (b) One hundred, twenty (120) days after one hundred, thirty (130) of the Units in the project have been conveyed to Unit purchasers.
- (c) When Class B membership waives in writing to PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. said membership's rights as Class B members.

ARTICLE VII  
BOARD OF DIRECTORS

The affairs of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. shall be managed by a Board of three (3) Directors, who need not be members of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. The number of directors may be changed by amendment of the Bylaws of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
1. Waldemar Schickedanz	1300 North Florida Mango Road Suite 8 West Palm Beach, Florida 33409
2. Gerhard H. Schickedanz	4751 Ocean Boulevard, Unit 1 Stuart, Florida 34996
3. William R. Cwynar, Sr.	5331 West Gun Club Road West Palm Beach, Florida 33415

At the first annual meeting the members shall elect directors for a term of one (1) year.

ARTICLE VIII  
DISSOLUTION

PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., other than incident to a merger or consolidation, the assets of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. shall be dedicated to an appropriate public agency to be used for purposes similar to those for which PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purpose. The provisions of this Article VIII shall be subject to any court supervised dissolution pursuant to Chapter 607, Florida Statutes.

ARTICLE IX  
DURATION

The corporation shall exist perpetually.

ARTICLE X  
AMENDMENTS

Section 1. Amendment of these Articles shall require the assent of seventy-five (75%) percent of the combined (if applicable) membership. Amendments shall be proposed by resolution approved by a majority of the Board of Directors.

Section 2. Amendments, alterations, rescission or repeal shall be proposed by resolution approved by a majority of the Board of Directors and shall require the assent of a majority of the entire membership.

ARTICLE XI  
FHA/VA APPROVAL

Section 1. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: mortgaging of the Common Areas of PHEASANT RUN SUBDIVISION, dedication of Common Areas of PHEASANT RUN SUBDIVISION, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., have executed these Articles of Incorporation, this 7<sup>th</sup> day of April, 1989.

INCORPORATORS

Jamice M. Reed  
Witness

John F. Furrinan  
Witness

Waldemar Schickedanz  
Waldemar Schickedanz

Diane Quotin  
Witness

John F. Furrinan  
Witness

Gerhard H. Schickedanz  
Gerhard H. Schickedanz

Jamice M. Reed  
Witness

John F. Furrinan  
Witness

William R. Gwynar, Sr.  
William R. Gwynar, Sr.

CONSENT OF REGISTERED AGENT

Having been named as Registered Agent for the Corporation with offices as designated in the foregoing Articles of Incorporation, the undersigned accepts such designation.

REGISTERED AGENT

Janice M. Reed  
Witness

John H. Fenniman  
Witness

Waldemar Schickedanz  
Waldemar Schickedanz

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by WALDEMAR SCHICKEDANZ, as incorporator of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., a Florida Non-Profit Corporation, this 7<sup>th</sup> day of April, 1989.

John H. Fenniman  
Notary Public

My Commission Expires

(Notary Seal)  
JOHN H. FENNIMAN  
Notary Public, State of Florida  
My Commission Expires February 6, 1990

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by GERHARD H. SCHICKEDANZ, as incorporator of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., a Florida Non-Profit Corporation, this 7<sup>th</sup> day of April, 1989.

John H. Fenniman  
Notary Public

My Commission Expires

(Notary Seal)  
JOHN H. FENNIMAN  
Notary Public, State of Florida  
My Commission Expires February 6, 1990

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by WILLIAM R. Cwynar, SR., as incorporator of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., a Florida Non-Profit Corporation, this 7 day of April, 1989.

John H. Fenniman  
Notary Public

My Commission Expires

(Notary Seal)  
JOHN H. FENNIMAN  
Notary Public, State of Florida  
My Commission Expires February 6, 1990

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by WALDEMAR SCHICKEDANZ, as registered agent of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., a Florida Non-Profit Corporation, this 9 day of April, 1989.

John H. Fenniman  
Notary Public

My Commission Expires

(Notary Seal)  
JOHN H. FENNIMAN  
Notary Public, State of Florida  
My Commission Expires February 6, 1990





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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
PHEASANT RUN SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by SCHICKEDANZ BROS - PALM BEACH, LTD a Florida Limited Partnership, (hereinafter referred to as "Declarant").

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, being a portion of land located in Section 2, Township 44 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows:

From the Northeast corner of Section 2, Township 44 South, Range 42 East, run N 88°44'31" W along the North line of said Section 2, a distance of 2006.51 feet; thence S 00°15'21" E a distance of 100.04 feet to the Point of Beginning of the herein described parcel of land.

Proceed thence S 00°15'21" E a distance of 609.19 feet; thence S 88°45'08" E a distance of 43.53 feet; thence S 01°57'29" E a distance of 382.19 feet; thence N 88°02'31" E a distance of 268.68 feet; thence S 01°57'29" E a distance of 302.39 feet to a point on a curve concave to the Northwest having a radius of 1870.08 feet and whose center bears N 03°41'01" W; thence Westerly along the arc of said curve through a central angle of 05°08'26" a distance of 167.78 feet, to the point of compound curvature of a curve concave to the North having a radius of 1492.05 feet; thence Westerly along the arc of said curve through a central angle of 09°18'10" a distance of 242.26 feet; thence leaving said Northerly right-of-way line N 54°29'24" E a distance of 36.13 feet; thence N 08°13'13" E a distance of 120.13 feet; thence N 35°23'49" W a distance of 34.49 feet, to a point on a curve concave to the Northeast, having a radius of 1322.05 feet, the center of which bears N 10°59'10" E; thence Northwesterly along the arc of said curve through a central angle of 00°28'50" a distance of 11.09 feet, to the point of compound curvature of a curve concave to the Northeast, having a radius of 287.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 27°00'00" a distance of 135.25 feet; thence S 54°23'52" W a distance of 150.22 feet; thence S 11°09'19" W a distance of 83.14 feet to a point on a curve concave to the South having a radius of 1572.05 feet, the center of which bears S 11°09'19" W; thence Westerly along the arc of said curve and along the Northerly right-of-way line of Gun Club Road through a central angle of 09°00'10" a distance of 247.01 feet; thence N 01°57'29" W a distance of 1190.21 feet; thence S 88°44'31" E a distance of 600.04 feet, to the Point of Beginning.

said lands are hereinafter sometimes referred to as "PHEASANT RUN";

WHEREAS, Declarant has filed the Plat of PHEASANT RUN in the Public Records of Palm Beach County, Florida,

NOW THEREFORE, Declarant hereby declares that the Lands described hereinabove, being PHEASANT RUN SUBDIVISION, recorded in Plat Book 62, Pages 178-180, Public Records of Palm Beach County, Florida, shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of this Declaration of Covenants, Conditions and Restrictions of Pheasant Run Subdivision, that this Declaration shall constitute a covenant running with the land, that this Declaration shall be binding upon the undersigned and upon all persons derailing title through the undersigned, and that these restrictions shall be for the benefit of and limitation upon all present and future owners of the above described lands.

#### ARTICLE I DEFINITIONS

Section 1. "The Homeowners' Association" shall mean and refer to the Pheasant Run Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of PHEASANT RUN, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "PHEASANT RUN" shall mean and refer to that certain real property hereinabove described, as depicted in the Sketch of Survey of said lands set forth in the Plat of PHEASANT RUN, recorded in the Public Records of Palm Beach County, Florida.

Section 4. "Common Areas of PHEASANT RUN" shall mean all real property (including the improvements thereto, if any) deeded to, conveyed to, dedicated to, or owned by "The Homeowners' Association", and such additional properties or facilities as may from time to time be deeded to, conveyed to, dedicated to or designated as Common Areas of PHEASANT RUN under this Declaration or any Supplemental Declarations; which properties and facilities shall be owned for the common use, enjoyment and/or benefit of the Owners. The Common Areas of PHEASANT RUN to be owned by "The Homeowners' Association" at the time of the conveyance of the first Lot are described as follows:

Those areas designated as Tract "L" ("Water Management Tract"), Tracts "R" (Recreational Tracts), Drainage Easements and the Platted Road Access, "Pheasant Run Boulevard", "Pointer Drive", "Plumage Lane" and Pinnacle Lane" platted and depicted on the Plat of PHEASANT RUN.

Section 5. "Lot" shall mean and refer to any individual plot of land shown on the recorded subdivision map of PHEASANT RUN SUBDIVISION, with the exception of the Tracts which are the Common Areas of PHEASANT RUN.

Section 6. "Unit" shall mean and refer to any Lot which has been improved with a residential structure thereon.

Section 7. "Declarant" shall mean and refer to SCHICKEDANZ BROS - PALM BEACH LTD, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Every owner shall have a right of permanent and perpetual easement of enjoyment in and use of the Common Areas of PHEASANT RUN, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right and duty of The Homeowners' to make and levy assessments against each Unit for the purpose of maintaining the Common Areas of PHEASANT RUN;

(b) The right of "The Homeowners' Association" to make reasonable rules and regulations for the use of any recreational area and recreational facilities, if any, located upon the Common Areas of PHEASANT RUN;

(c) The right of "The Homeowners' Association" to suspend voting rights and the right of use of the recreational areas and recreational facilities, if any, of any owner, for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of "The Homeowners' Association" to dedicate or transfer all or any part of the Common Areas of PHEASANT RUN to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; provided however that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

(e) The right of "The Homeowners' Association" to adopt and enforce reasonable rules and regulations governing the use of the Common Areas of PHEASANT RUN and all facilities at any time situated thereon.

Section 2. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas of PHEASANT RUN and facilities to the members of his family, his tenants, his guests or contract purchasers who reside on the property.

Section 3. Declarant expressly reserves for itself, its grantee(s), successors and assigns, the use of the "Common Areas" of PHEASANT RUN, including easements rights of ingress and egress, all utility easement rights, and drainage utility easements.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a fee or undivided interest in any Unit which is subject to assessment shall be a member of "The Homeowners' Association". Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member of "The Homeowners' Association". Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 2. "The Homeowners' Association" shall have two classes of voting membership.

Class A: Class A members shall be all those Owners of such Units excepting only the Declarant, and shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit. The membership of Class A may be amended from time to time by Supplement Declaration.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Unit or Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earliest:

- (a) Five (5) years from the filing date, in the Public Records of Palm Beach County, Florida, of the conveyance of the first Unit, or
- (b) One hundred, twenty (120) days after One Hundred Thirty (130) of the Units in the project have been conveyed to Unit purchasers.
- (c) When Declarant waives in writing to "The Homeowners' Association" its rights to Class B membership.

Section 3. The rights, privileges and responsibilities of both classes of members shall be identical except for the number of votes a member is entitled to vote, and Class A and Class B members shall otherwise be assessed identically.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. The Declarant for each Unit owned within the Properties hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to "The Homeowners' Association": (1) annual assessments or charges (which may be collected in monthly or quarterly installments), and (2) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided.

Section 2. The annual and special assessments, together with interest thereon, costs of collection of same, including reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with interest thereon, costs of collection of same, including reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment was made by "The Homeowners' Association". The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 3. The assessments levied by "The Homeowners' Association" shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the

Properties and for the improvement and maintenance of the Common Areas of PHEASANT RUN.

Section 4. Until December 31, 1989, the maximum annual assessment shall be \$120.00 per Unit, assessed \$30.00 per calendar quarter and due on January 1, April 1, July 1 and October 1 and quarterly thereafter.

(a) From and after January 1, 1990, the maximum annual assessment may be increased, each year, not more than five (05%) percent above the maximum assessment for the previous year. The assessment may be increased beyond five (05%) percent above the maximum assessment for the previous year with a majority approving vote of the membership.

(b) From and after January 1, 1991, the maximum annual assessment may be, yearly, increased above five (05%) percent by a vote of two-thirds (2/3) of Class A members and two-thirds (2/3) of the Class B members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. In addition to the annual assessments authorized above, "The Homeowners' Association" may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas of PHEASANT RUN, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A members and two-thirds (2/3) of the vote of Class B members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or Section 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 7. Both annual and special assessments must be fixed at a uniform rate for all Units, except for individual unit repair assessments made pursuant to Article VI, Section 3.

Section 8. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the Common Areas of PHEASANT RUN to "The Homeowners' Association". The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 9. "The Homeowners' Association" shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of "The Homeowners' Association", setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of "The Homeowners' Association" as to the status of assessments on a Unit is

binding upon "The Homeowners' Association" as of the date of its issuance.

Section 10. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas of PHEASANT RUN or abandonment of his Unit.

Section 11. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. However, no such sale or transfer shall relieve such Unit from liability for any such assessments thereafter becoming due or from the lien arising thereafter.

Section 12. "The Homeowners' Association" is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas of PHEASANT RUN, which "The Homeowners' Association" may be obligated to maintain. The fund shall be maintained out of regular assessments for common expenses.

#### ARTICLE V ARCHITECTURAL CONTROL

Section 1. No building, wall or other structure or improvement of any nature shall be commenced, erected, placed or maintained upon the Properties, nor shall any exterior addition to, change of, or alteration in the Properties and the improvements located thereon be made, until the plans and specifications, showing the nature, color, kind, shape, height, materials and location of the same, shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Board of Directors of "The Homeowners' Association", or by an architectural committee composed of three (3) or more representatives appointed by the Board. A representative is not required to be a member of "The Homeowners' Association". In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The provisions of this Article V shall not apply to the Declarant or any grantee or assignee or successor of Declarant who holds title to more than twenty (20) Units.

#### ARTICLE VI DUTY TO MAINTAIN

Section 1. "The Homeowners' Association" shall be responsible for the maintenance and upkeep of the Common Areas at PHEASANT RUN.

Section 2. "The Homeowners' Association" shall be responsible for the maintenance, upkeep and repair on all roads, including platted roads and easement roads and all road surfaces.

Section 3. The Owners shall be responsible for the maintenance, upkeep and repair of the premises and the exteriors of their individual Units including, but not limited to, the periodic repainting of the Units.

(a) In the event an Owner of any Unit in the Properties shall fail to maintain the premises, improvements and exterior of any Unit in accordance with the provisions of the Declaration in a manner satisfactory to the Board of Directors, "The Homeowners' Association", after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Unit and to repair, maintain and restore the premises of the Unit and the exterior of the Unit and any other improvements erected thereon. The costs incurred by "The Homeowners' Association" in so repairing, maintaining or restoring the Unit's premises and the exterior of the Unit shall be added to and become part of the annual assessment to which such Unit is subject.

Section 4. "The Homeowners' Association" shall be responsible for the maintenance, upkeep and repair from time to time of the Water Management Tract and drainage easements as depicted on the plat of PHEASANT RUN. Each Unit owners shall have the right to maintain the land within the boundaries of said Unit owner's Unit/Lot burdened by the portion, if any, of said Unit/Lot subject to either a lake management easement or drainage easement (or both) as depicted on the plat of PHEASANT RUN. Notwithstanding the foregoing statement, "The Homeowners' Association" shall have the ultimate responsibility to maintain and repair from time to time the lake management easements and the drainage easements depicted on the plat of PHEASANT RUN.

Section 5. "The Homeowners' Association" shall be responsible for the maintenance of the landscaping, if any, of the "40' Canal Easement [Plat Book 50, pages 74-76]" for the benefit of South Florida Water Management District as said "40' Canal Easement" is depicted on the plat of PHEASANT RUN. Each Unit owner shall have the right to maintain that area of the "40' Canal Easement" that lies within the extension of said Unit/Lot owners' side lot lines to the north boundary of said "40' Canal Easement". Notwithstanding the foregoing statement, "The Homeowners' Association" shall have the ultimate responsibility to maintain the landscaping, if any, located on said "40' Canal Easement".

Section 6. "The Homeowners' Association" shall honor and comply with the covenants, restrictions and obligations of Declarant as set forth in the Easement Agreement dated December 17, 1988, and recorded in O.R. Book 5910, page 614, Palm Beach County, Florida, public records, as amended by instrument recorded in O.R. Book 5924, page 1236, Palm Beach County, Florida, public records, as further assigned, and shall honor and comply with the covenants, restrictions and obligations of Declarant as set forth in the Declaration of Easement and Maintenance Agreement dated December 17, 1988, and recorded in O.R. Book 5910, page 607, Palm Beach County, Florida, public records, as amended by instrument recorded in O.R. Book 5924, page 1232, Palm Beach County, Florida, public records, as further assigned.

#### ARTICLE VII PARTY WALLS

Section 1. All of the lots and subsequently, the Units of PHEASANT RUN are subject to the provisions of this Article VII regarding Party Walls.



Section 2. Each wall which is built as a part of the original construction of the improvements upon the Lots and placed on the dividing line between the Lots shall constitute a "Party Wall", and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 3. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 4. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Unless stipulated by written agreement, the owner of any dwelling structure sharing a party wall with the adjoining structure shall not possess the right to cut windows or other openings in the party wall, nor to make any alterations, additions or structural changes in the party wall.

Section 7. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 8. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each Owner shall choose one arbitrator who shall together choose a third arbitrator, and the decision shall be by a majority of the arbitrators.

#### ARTICLE VIII RESTRICTIONS

Section 1. No curb, drainage structure, water line, sewer line, or portion of any street shall be removed or altered for any purpose without the consent of the local authority having jurisdiction thereof.

Section 2. Recreational vehicles, trailers, tents, shacks, barns or other temporary buildings of any design whatsoever are expressly prohibited within the properties and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent temporary buildings used by the contractors of the undersigned or its agents and employees in construction work, which shall be removed from the premises on the completion of the dwelling.

Section 3. No noxious or offensive activity shall be carried on upon any Lot, Unit or Common Areas of PHEASANT RUN, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in any improvement thereon, except for dogs and/or domestic cats and then not more than two (2) such animals, whether dogs or cats.

Section 5. Fencing will be permitted but such fencing shall be no higher than six (6) feet and not to extend beyond the front corner of the house and must otherwise comply with the specifications of Palm Beach County regarding fencing for residential purposes.

Section 6. No sign of any kind shall be displayed to the public view on any Lot except one sign, of not more than five (5) square feet, advertising the property for sale or rent. Such signs as are allowed must be maintained in good condition at all times and be removed upon the termination of their use. The provisions of this Subsection shall not apply to the Declarant or any grantee or assignee or successor of the Declarant who holds title to more than twenty (20) units or lots.

Section 7. No trailers, trucks, vans or commercial vehicles, other than those temporarily present at the Lot or Unit on business, may be parked on any Lot or Unit. Four wheeled pick-up trucks displaying no commercial markings or signs may be parked on a Unit if said vehicle is owned by a Unit Owner. No boats may be parked in the front or on the side of any Unit. Vans with five or more passenger seats and full windows around the van are expressly permitted. Mini-vans with four or more passenger seats and full windows around the van are expressly permitted.

Section 8. No clothes lines shall be installed so as to be visible from the street in front of a Unit.

Section 9. No structure shall be erected, placed or permitted, and no alterations shall be permitted on the Properties which shall in any way hinder the surface or subsurface drainage of the Properties.

Section 10. No antenna and no satellite dish antenna receiver shall be placed on any lot or unit.

Section 11. If any person, firm or corporation shall violate or attempt to violate any of these restrictions before their expiration, it will be lawful for any other person or persons owning any part or parcel of any of the above described property to initiate and prosecute a proceeding at law or in equity against the person or persons so violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Section 12. Proviso. Provided, however, that until the Declarant has completed all of the contemplated improvements and closed the sales of all of the Units/Lots at PHEASANT RUN, as they may be expanded by subsequent platting of adjacent land, neither the Owners nor the "The Homeowners' Association" shall interfere with the completion of the contemplated improvements, and the sales of the Units/Lots. Declarant may make such use of the unsold Units/Lots and Common Areas without charge as may facilitate the completion and sale, including but not limited to the use of Units as models, sales office(s), the showing of Lots and Units and the displaying of signs.

Section 13. No person shall use the Common Areas of PHEASANT RUN in any manner contrary to, or not in accordance

with, the rules and regulations which may be promulgated by "The Homeowners' Association" from time to time.

ARTICLE IX  
GENERAL PROVISIONS

Section 1. "The Homeowners' Association", the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any Supplemental Declaration. Failure by "The Homeowners' Association", by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. The covenants and restrictions of this or any Supplemental Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by Supplemental Declaration or by an instrument signed by not less than ninety (90%) percent of the Unit Owners, and thereafter by Supplemental Declaration or by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Additional Common Areas to PHEASANT RUN may be annexed to the Properties by Supplemental Declaration or with the consent of two-thirds (2/3) of each class of members.

Section 5. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties; dedication of Common Areas of PHEASANT RUN and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Upon written request to "The Homeowners' Association", identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the project or any Unit on which there is a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, which remains delinquent for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or any fidelity bond maintained by "The Homeowners' Association";

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 7. In the event that any improvement shall encroach upon any of the Common Areas of PHEASANT RUN or upon any Lot or Unit, or in the event any Common Area, Lot or Unit shall encroach upon any improvement, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

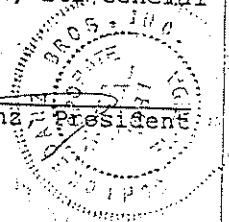
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 7<sup>th</sup> day of April, 1989.

Signed, sealed and delivered in the presence of:

SCHICKEDANZ BROS - PALM BEACH LTD  
a Florida Limited Partnership  
BY: Schickedanz Bros, Inc., a Florida Corporation, its General Partner

Kathleen W. Long  
Marlene Engren

Waldemar Schickedanz  
Waldemar Schickedanz, President  
(Corporate Seal)



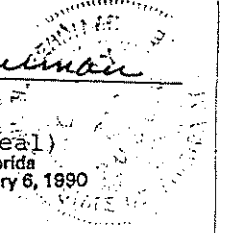
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 1989, by WALDEMAR SCHICKEDANZ, as President of Schickedanz Bros, Inc., a Florida Corporation, the general corporate partner of Schickedanz Bros - Palm Beach Ltd, a Florida Limited Partnership.

John H. Furman  
Notary Public

My Commission Expires:

JOHN H. FURMAN (Seal)  
Notary Public, State of Florida  
My Commission Expires February 6, 1990





JAN 31 1997 4:17 PM 97-037957  
ORB 9637 P 1280  
BY THE CLERK OF THE COUNTY OF PALM BEACH

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
PHEASANT RUN SUBDIVISION**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants, Conditions and Restrictions of Pheasant Run Subdivision. The original Declaration is recorded in Official Records Book 6093, Page 1552 of the Public Records of Palm Beach County, Florida.

DATED this 22 day of January, 1997.

**PHEASANT RUN HOMEOWNERS'  
ASSOCIATION, INC.**

Allen Aguiar  
Witness  
Paul Calo  
Witness

By: Vincent Masetti  
President  
Attest: Doris E. Rowe  
Secretary

(SEAL)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Vincent Masetti, the President and Doris E. Rowe, Secretary of Pheasant Run Homeowners' Association, Inc., who produced \_\_\_\_\_ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Pheasant Run Homeowners' Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 22 day of January, 1997.

Robert R. Ross  
Notary Public  
State of Florida at Large  
My Commission Expires: 4-4-97

This instrument prepared by:  
Edward Dicker, Esquire  
**ST. JOHN, DICKER & CAPLAN**  
500 Australian Avenue So., Suite 600  
West Palm Beach, Florida 33401  
(407) 655-8994

(SEAL)

OFFICIAL NOTARY SEAL  
ROBERT R. ROSS  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. 022402  
MY COMMISSION EXPIRES 4/4/97







shall bear interest from the due date at the highest rate allowed by law of ~~eighteen (18%)~~ percent per annum until paid, if payment is not received within thirty (30) days from the due date, an administrative late fee shall be charged in addition to such interest, in an amount not to exceed the greater of \$25.00 or 5% of the delinquent assessment. In addition to the late fee, a reasonable attorney's fee shall be charged to any unit owner incurred by the Association in connection of the delinquent assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas of PHEASANT RUN or abandonment of his Unit.

THE FOREGOING RESOLUTION, was passed by an affirmative vote, in person or by proxy, of not less than sixty-six (66%) percent of the Unit Owners of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.

Signed, sealed and delivered  
In the presence of:

PHEASANT RUN HOMEOWNERS'  
ASSOCIATION, INC

Howard B Rowe

David M. Cuelke

Witness

, President

David E Rowe

Witness

ATTEST:

Deborah L. Gipper  
, Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss:

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 1998 by DAVID M. CUELKE, and DEBORAH L. GIPPER, the President and Secretary, respectively of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who  are personally known OR  have produced \_\_\_\_\_ as identification and who have not taken an oath.

Linda Webb  
Notary Public LINDA WEBB

My Commission Expires: Sept 5, 2000



Linda Webb  
My Commission CC582732  
Expires Sep. 05, 2000

RECORDER'S MEMO: Legibility of document  
unsatisfactory when received.



These by-laws prepared by  
John Fenniman, Esq.  
P. O. Box 2473  
Stuart, Florida 33495

3925/2/JMR

JUN-14-1989 03:21PM 89-168427

ORS 6098 P: 697

BYLAWS OF  
PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.

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ARTICLE I  
NAME AND LOCATION

The name of the corporation is PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. The principal office of the corporation shall be located at 5331 West Gun Club Road, West Palm Beach, Florida, 33415; but meeting of members and directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1. "PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC." shall mean and refer to PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of PHEASANT RUN SUBDIVISION and such additions thereto as may hereafter be brought within the jurisdiction of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.

Section 3. "Common Areas of PHEASANT RUN SUBDIVISION" shall mean all real property owned by PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. for the common use and enjoyment of the Owners.

Section 4. "Unit" shall mean and refer to any lot as shown upon any recorded subdivision map of the Properties together with improvements thereon with the exception of the Common Areas of PHEASANT RUN SUBDIVISION and dedicated streets.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties, including contract seller, but excluding those having such interest merely as security of the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Schickedanz Bros - Palm Beach Ltd, a Florida Limited Partnership, its successors and assigns if such successors or assigns should acquire more than two undeveloped Lots from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of PHEASANT RUN SUBDIVISION, applicable to the Properties recorded in the Public Records of Palm Beach County, Florida.

Section 10. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III  
MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held during the third week in May, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., or supplied by such member to PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Any notice of meetings pertaining to assessments shall give not less than thirty (30) days notice of said meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-eighth (1/8) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

ARTICLE IV  
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. shall be managed by a Board of three (3) Directors, who need not be members of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one year each.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the

close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Areas of PHEASANT RUN SUBDIVISION and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. all powers, duties and authority vested in or delegated to PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the Common Areas of PHEASANT RUN SUBDIVISION to be maintained.

#### ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and co-sign all promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep



appropriate current records showing the members of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. together with their addresses, and shall perform such other duties as required by the Board.

#### Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.; keep proper books of account; cause an annual audit of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX COMMITTEES

PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X BOOKS AND RECORDS

Section 1. The books, records and papers of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. shall at all times, during reasonable business hours, be subject to inspection by any member, lender or holders, insurers, or guarantors of any first mortgage. The Declaration, the Articles of Incorporation and the Bylaws of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. shall be available for inspection by any member at the principal office of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., where copies may be purchased at reasonable cost.

Section 2. Any holder of any first mortgage shall be entitled, upon written request, to a financial statement of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. for the immediately preceding fiscal year.

ARTICLE XI  
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas of PHEASANT RUN SUBDIVISION or abandonment of his Unit.

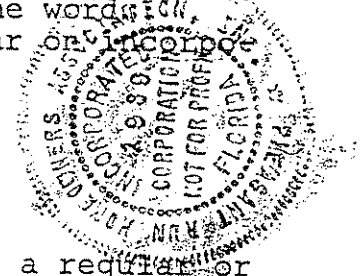
ARTICLE XII  
CORPORATE SEAL

PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. shall have a seal in circular form having within its circumference the words "Florida", "Corporation Not For Profit" and the year of incorporation.

ARTICLE XIII  
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership. Any proposal for amendment must originate as provided in Article X, Section 2 of the Articles of Incorporation.

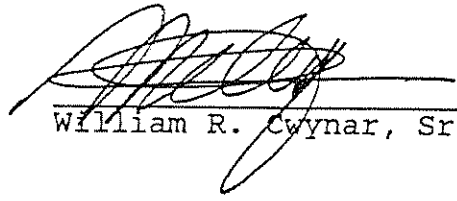
Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.



ARTICLE XIV  
MISCELLANEOUS

The fiscal year of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The undersigned secretary of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., attests that these are the By-Laws adopted by the non-profit corporation at a meeting held the 22<sup>nd</sup> day of April, 1989.

  
\_\_\_\_\_  
William R. Cwynar, Sr, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

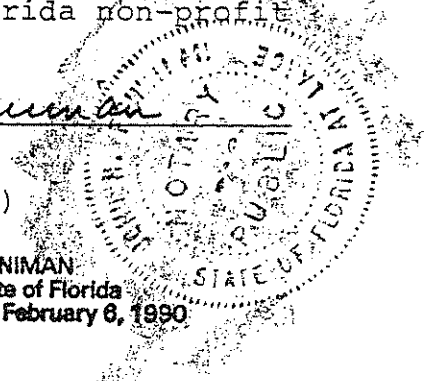
The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of April, 1989, by William R. Cwynar, Sr., Secretary of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

(Notary Seal)

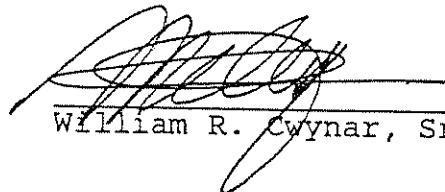
JOHN H. FENNIMAN  
Notary Public, State of Florida  
My Commission Expires February 6, 1990



ARTICLE XIV  
MISCELLANEOUS

The fiscal year of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.


The undersigned secretary of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., attests that theses are the By-Laws adopted by the non-profit corporation at a meeting held the 22<sup>nd</sup> day of April, 1989.



William R. Cwynar, Sr, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

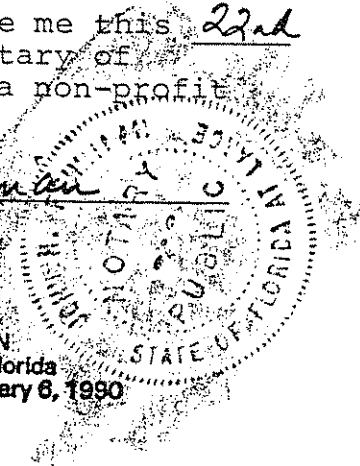
The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of April, 1989, by William R. Cwynar, Sr., Secretary of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation.

  
Notary Public

My Commission Expires:

(Notary Seal)

JOHN H. FENNIMAN  
Notary Public, State of Florida  
My Commission Expires February 6, 1990



Prepared by and Return to:  
✓ V DONALD HILLEY P.A.  
11382 Prosperity Farms Road  
Suite 124 Prosperity Gardens  
Palm Beach Gardens Florida 33410  
(561) 627-0009

**RESOLUTION AMENDING THE BYLAWS OF  
PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, the PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., is a Florida corporation not-for-profit as filed with the Secretary of State on April 29, 1997, and who's Charter Number is N31769, and

WHEREAS, PHEASANT RUN is a single family home community, comprised of the real property described as:

Please see the legal description attached hereto and incorporated herein as Exhibit "A",

not a condominium, and each lot owner is subject to the Articles of Incorporation of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., and the Declaration of Covenants, Conditions and Restrictions, and By-Laws of that Association, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. are recorded at Book 6093, page 1552 of the Public Records of Palm Beach County, Florida, and the Bylaws of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. are recorded at Book 6098, page 697 of the Public Records of Palm Beach County, Florida, and

WHEREAS, the aforescribed Declaration of Covenants, Conditions and Restrictions, By-Laws and Articles of Incorporation for PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. permit the amending of the Bylaws, and

WHEREAS, in compliance with the requirements of the above Bylaws, the Association has amended same as hereinafter set forth,

IT IS HEREBY,

RESOLVED, that the following amendment was adopted as required by the Bylaws of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.:

**Approved Amendment: ARTICLE XI, ASSESSMENTS**

*As more fully provided in the Declaration, each member is obligated to pay to PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid*

within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law of ~~eighteen (18%) percent~~ per annum until paid, if payment is not received within thirty (30) days from the due date, an administrative late fee shall be charged in addition to such interest, in an amount not to exceed the greater of \$25.00 or 5% of the delinquent assessment. In addition to the late fee, a reasonable attorney's fee shall be charged to any unit owner incurred by the Association in connection of the delinquent assessment, and PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas of PHEASANT RUN SUBDIVISION or abandonment of his Unit.

THE FOREGOING RESOLUTION, was passed by consent of at least a majority of a quorum of the members present in person or by proxy at a PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. meeting.

Signed, sealed and delivered  
In the presence of:

PHEASANT RUN HOMEOWNERS'  
ASSOCIATION, INC.

Howard B Rowe

Witness

David M Ruelke

, President

Debra E Rowe  
Witness

ATTEST:

Deborah L. Gopper  
, Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss:

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July 1998 by DAVID M Ruelke and Deborah L. Gopper the President and Secretary, respectively of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who [] are personally known OR [] have produced \_\_\_\_\_ as identification and who have not taken an oath.

Linda Webb  
Notary Public

My Commission Expires: Sept 5, 2000



Linda Webb  
My Commission CC582732

Prepared by and Return to:  
V DONALD HILLEY P.A.  
11382 Prosperity Farms Road  
Suite 124 Prosperity Gardens  
Palm Beach Gardens Florida 33410  
(561) 627-0009

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Please see the legal description attached hereto and incorporated herein as Exhibit "A",

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WHEREAS, the Declaration of Covenants, Conditions and Restrictions of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. are recorded at Book 6093, page 1552 of the Public Records of Palm Beach County, Florida, and the Bylaws of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. are recorded at Book 6098, page 697 of the Public Records of Palm Beach County, Florida, and

WHEREAS, the aforescribed Declaration of Covenants, Conditions and Restrictions, By-Laws and Articles of Incorporation for PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. permit the amending of the Bylaws, and

WHEREAS, in compliance with the requirements of the above Bylaws and Florida Statute Chapter 617, the Association has amended same as hereinafter set forth,

IT IS HEREBY,

RESOLVED, that the following amendment was adopted as required by the Bylaws of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.:

**Approved Amendment: ARTICLE XIV, MISCELLANEOUS**

The fiscal year of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC. shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The purpose and object of this paragraph is to maintain a quiet, tranquil, nontransient, and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the large personal financial investment of each owner. Therefore, no owner may lease a unit or any interest therein in any manner without the prior written approval of the Association, subject to the following provisions:

A. Leasing of Units.

- (a) Definition. "Leasing", for purposes of these Rules and Regulations, is defined as occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit.
- (b) Notice / Information Required. Any Unit Owner intending to lease his Unit shall give to the Association (1) written notice, together with (2) the required fee, and (3) if required by the Board, a damage deposit in an amount determined by the Board to be necessary to protect the Association from damage to the common elements, and (4) the name and address of the intended lessee, and (5) a signed copy of the proposed lease, and (6) such other information, in the form of an application with all required information completed, to be established from time to time by the Board of Directors.
- (c) Leasing Provisions.
- (i) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing and the term of a tenancy shall not be less than six (6) consecutive months. The Owner, at the Owner's expense, must make available to the lessee copies of the Declaration, By-Laws, and the Rules and Regulations.
- (ii) Compliance with Declaration, By-Laws, and Rules and Regulations. Prior to approval of any prospective lessee, every prospective lessee shall be required to interview with the Rental Committee or the Board's designated agent for that purpose. The committee or designated agent shall be appointed by the Board. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of a lessee. The purpose of this required interview is to review the Association's governing documents, including its rules and regulations, with prospective lessees, and to have said prospective lessees sign an acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective lessee's application and other required material and thereafter approve or disapprove prospective lessees, based on the results of said interview and review of lessee's application and such background checks as may be required by the Board.
- (iii) Owners and Lessees Responsible. Each Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto. All leases of Units shall be and are hereby automatically deemed to include a covenant on the part of the lessee to comply with the governing documents and rules and regulations, the violation of which shall be a material breach of the lease agreement.
- (d) Failure to Give Notice. If the above required notice to the Association is not given, then, at any time after receiving knowledge of a lease or possession of a Unit, the Association, at its election



and without notice, may approve or disapprove the lease transaction.

(e) Time for Approval / Disapproval. Within fourteen (14) days after such written notice and information and receipt of the required fee/deposit, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the lessor within the aforesaid fourteen (14) day period and failure to do so shall constitute approval of the lease.

(f) Failure of Owner to Comply With These Requirements. The failure of a unit owner to give notice or in an Owner allows possession or continued possession by a disapproved lessee, such events shall constitute a separate violation of the governing documents for each day the disapproved lessee remains in possession beyond the date of receipt of notice of disapproval by the Association or for each day Owner fails to give notice after request to do so by the Association. Said owner shall be subject to separate fines levied by the Association for each daily violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes.

In addition to the above remedies, in the event a tenant is disapproved, or if approved, fails to comply with the governing documents and the rules and regulations of the Association, the Association shall be entitled to commence appropriate proceedings, including injunctive relief and/or to terminate the Lease Agreement and proceed in an action for possession directly against a tenant. All attorneys fees and costs, including costs for any bond required during any such action shall be the joint and several obligation of the Owner and tenant.

THE FOREGOING RESOLUTION, was passed by consent of 88.172% of a total of 93 votes (82 of 93 votes) on the above issue, which number of votes represents more than a majority of the membership of the PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.

Signed, sealed and delivered  
In the presence of:

PHEASANT RUN HOMEOWNERS'  
ASSOCIATION, INC.

Alberta R. Ruelke  
Witness Alberta R. Ruelke  
V. Claire Wyant  
Witness V. Claire Wyant

David Ruelke  
David Ruelke, President

ATTEST:  
Deborah L. Gipper  
Deborah L. Gipper, Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March 1998 by David Ruelke and Deborah L. Gipper the President and Secretary, respectively of PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who [] are personally known OR [] have produced \_\_\_\_\_ as identification and who have not taken an oath.

Charles J. Borg  
Notary Public, State of Florida  
Commission No. CC 673709  
My Commission Exp. 09/06/2001  
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.

[Signature]  
Notary Public