

LIMITED PROXY

INSTRUCTIONS: If you do not plan to be present for the meeting, it is important that you complete and return this proxy so that a quorum can be obtained and your vote counted. Please identify your proxy, mark the way that you wish your vote to be cast for the matter(s) listed below under Limited Powers, fill in the date, your property address, sign where indicated and return this proxy either by regular mail to Pheasant Walk Homeowners' Association, Inc., c/o Superior Association Management, Attn: Kiki Griego, 20283 State Road 7, Boca Raton, Florida 33498 **or** by e-mail to Kiki Griego at kiki@superiormgmt.net SO THAT IT REACHES the Association no later than the appointed time of the meeting.

The undersigned hereby appoints the President of the Association or his/her designee, or alternatively the following: _____
(write in a name only if you want someone other than the President to serve as your proxy)

as my proxy, with full powers of substitution, for quorum purposes and for the purpose of casting my vote(s) contained herein under "Limited Powers" as to the matter(s) scheduled to come before the Continued Special Meeting of the Members of Pheasant Walk Homeowners' Association, Inc. to be held on **March 31, 2022 at 7:00 p.m.** at the South County Civic Center at 16700 Jog Road, Delray Beach, Florida 33446, and to vote on any lawful adjournments.

LIMITED POWERS		
<i>(the Unit Owner must complete this section)</i>		
	YES	NO
Should the Declarations for Pheasant Walk be amended as set forth in Amendment #1 in Exhibit "A"?		
Should the Declarations for Pheasant Walk be amended as set forth in Amendment #2 in Exhibit "A"?		
Should the Declarations for Pheasant Walk be amended as set forth in Amendment #3 in Exhibit "A"?		
Should the Declarations for Pheasant Walk be amended as set forth in Amendment #4 in Exhibit "A"?		

Dated: _____

Property Address: _____

To be signed by all Owners of the Property or by the Owner designated as voting representative on a certificate signed by all Owners of the Property.

SUBSTITUTION OF PROXY

(this section is to be filled out by the proxyholder, if necessary-not by the Owner)

The undersigned, appointed as proxy above, does hereby designate _____ to substitute for me in the proxy set forth above.

DATED: _____ SIGNATURE OF PROXYHOLDER: _____

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

EXHIBIT "A"

Substantial rewording. See governing documents for current text.

Amendment 1 of 4

Full text of amendment to the Declaration and Establishment of Conditions, Reservations and Restrictions for Pheasant Walk Sections One through Eight (collectively "Declarations").

The following amendment shall replace paragraph 4 of the *Declarations* in their entirety:

4. Maintenance Assessments. Maintenance assessments ("Assessments") shall be levied to fund the common expenses of the Association, including, but not limited to, the maintenance and repair (including reserves for capital improvements and deferred maintenance if applicable) of the common areas, and general, office, administration, operations and management expenses (such as, but not limited to, accounting and legal fees, office supplies, telephone services, management services, payment of salaries and benefits, employment and labor costs, worker's compensation insurance, registration and filing fees, and casualty and other insurance costs). Assessments shall be levied against each lot in equal shares in an amount based upon the Association's annual budget. Assessments shall be determined on an annual basis and payable in quarterly installments, or in such other manner and time frame as determined by the Board of Directors in its sole discretion. Owners may prepay their Assessments at any time. Assessments are considered late/delinquent if not paid within 30 days of the due date. The Assessments are secured by a lien in favor of the Association as provided in Florida Statute 720, as it may be amended from time to time, and the Association may collect delinquent assessments in accordance therewith. In addition to any other rights or remedies, the Association may also charge late fees and interest on delinquent assessments, each at the highest amount allowable by applicable law, as it may amended from time to time, as well as attorneys' fees and costs incurred by the Association incident to the collection of delinquent Assessments, all of which shall also be secured as part of a lien in favor of the Association and collectable, lienable and foreclosable to the same extent as unpaid Assessments. Notwithstanding anything to the contrary herein, the acquirer of title of any lot shall be jointly and severally liability with the prior owner (for purposes of this subsection the Association shall not be deemed a prior owner if it previously held title) for all monetary obligations (including all lienable charges set forth in this paragraph) owed to the Association accruing on or in connection with the lot prior to the transfer of tile, subject to any statutory limitations of liability contained within Florida Statute 720, as it may be amended from time to time.

Amendment 2 of 4

Full text of amendment to the Declaration and Establishment of Conditions, Reservations and Restrictions for Pheasant Walk Sections One through Eight (collectively "Declarations").

The following amendment shall replace paragraph 13 of the *Declarations* in their entirety:

13. Commercial Vehicles and Boats.

A. "Commercial Vehicle" shall be defined as any of the following:

1. As defined in F.S. §320.01(25), as may be amended from time to time, but which currently defines Commercial Vehicle as any vehicle which is not owned or operated by a governmental entity, which uses special fuel or motor fuel on the public highways, and which has a gross vehicle weight of 26,001 pounds or more, or has three or more axles regardless of weight, or is used in combination when the weight of such combination exceeds 26,001 pounds gross vehicle weight.
2. As defined in F.S. §316.003(12), as may be amended from time to time, but which currently defines Commercial Vehicle as any self-propelled or towed vehicle used on the public highways in commerce to transport passengers or cargo, if such vehicle: (a) is designed to transport more than 15 passengers, including the driver; or (b) is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act, as amended (49 U.S.C. ss. 1801 et seq.).
3. Any vehicle that can be classified as a Commercial Vehicle pursuant to Florida Statutes, as amended from time to time.
 - a) A vehicle in which the exterior surface is painted or covered in a color coordinated manner according to a particular company, product, logo or identity or contains writing on its body expressing a company name or website and/or address and/or telephone number.
 - b) A vehicle that maintains exposed ladders, tools or other such visible equipment that can be utilized in the furtherance of commercial activity.

B. No Commercial Vehicle: (1) shall be permitted to be parked in the subdivision for a period of more than 4 hours per day unless the Commercial Vehicle is temporarily present and necessary in the actual construction, maintenance, or repair of a lot or other improvements in the subdivision, (2) shall be permitted to be parked behind a fence, in a backyard or on any lot overnight unless said Commercial Vehicle is not visible from the street or is fully enclosed within a garage and the garage door is fully closed.

C. No lot owner, guest, tenant, or resident shall be permitted to park a limousine or multi passenger bus upon any portion of the subdivision, regardless of whether or not such limousine or multi passenger bus is intended to be that person's primary vehicle and

mode of transportation except that third parties using such vehicles to pick up or drop off lot owners, guests, tenants or residents shall be permitted to park on site for a maximum of thirty (30) minutes per day for loading/unloading.

- D. This section shall not be construed to prohibit pickup trucks or sport utility vehicles within the subdivision, unless said pickup truck or sport utility vehicle is a Commercial Vehicle as defined herein.
- E. No boat, watercraft and/or trailer of any kind (collectively, "Watercraft") shall be permitted to be parked or stored anywhere within the subdivision or anywhere on an owner's lot, unless the watercraft is: a) fully enclosed within a garage and the garage door is fully closed; or b) parked or stored behind a fence, in a backyard or on any lot so that none of its surface is visible at eye level from the street and more than half of the entire surface of the watercraft is not visible from the street at all.
- F. In the event of a conflict with any other provision of this Declaration, the By-Laws, Articles of Incorporation, or any other covenant or rule, this provision shall control.
- G. This provision shall not apply to prohibit law enforcement vehicles from being parked in the subdivision.

Amendment 3 of 4

Full text of amendment to the Declaration and Establishment of Conditions, Reservations and Restrictions for Pheasant Walk Sections One through Eight (collectively "Declarations").

The following amendment shall replace paragraph 19 of the *Declarations* in their entirety:

19. Modification of Restrictions. This Declaration may be amended by an instrument executed by the Association with the formalities required of a deed and approved by not less than sixty percent (60%) of the eligible total voting interests in the Association, such votes having been cast at a duly noticed meeting of the Association in person or by proxy. In lieu of such meeting, the necessary approval may be obtained from the members via written consent. No amendment is effective until an amendment document is executed by the president or vice president and the secretary of the Association certifying the requisite percentage of members approved the amendment, and such amendment document is recorded in the Official Public Records of Palm Beach County.

Amendment 4 of 4

Full text of amendment to the Declaration and Establishment of Conditions, Reservations and Restrictions for Pheasant Walk Sections One through Eight (collectively "Declarations").

The following amendment shall constitute Article 25 of the Declarations for Pheasant Walk Sections One through Three, Article 27 of the Declarations for Pheasant Walk Sections Four through Six, Article 28 of the Declaration for Pheasant Walk Section Seven and Article 34 of the Declaration for Pheasant Walk Section Eight, an entirely new section of each of these *Declarations*:

Transfer of Ownership and Residency Approvals.

All transfers of ownership of a lot (except for those which pre-date the recording of the amendment adding this section or those occurring by way of inheritance or life estate, foreclosure, deed-in-lieu of foreclosure or tax deed sale) shall be subject to the prior written approval of the Association. The only condition for approval of transfer of ownership shall be the completion of an informational ownership application by each prospective owner of a lot (on a form prepared by the Association) and payment of a \$100 transfer application fee by each prospective owner. Once the Association is in receipt of a completed application from all prospective owner(s) of a lot, as well as payment from each of them of the \$100 transfer fee, a certificate approval of the transfer of ownership shall be issued.

Residency of a lot or any improvements thereon by an owner or a tenant shall also be subject to the prior written approval of the Association (except for residencies which pre-date the recording of the amendment adding this section, lots owned by the Association or lots owned by lenders who acquired title by foreclosure or deed-in-lieu of foreclosure). The Association shall issue an approval or denial of residency for each applicant within 15 days of the Association receiving the following documents from each applicant:

1. A completely filled out residency application form (on a form prepared by the Association); and
2. Payment of a residency application fee of \$100 (this residency application fee shall be waived for owner applicants who have paid a transfer application fee within 60 days of applying for residency); and
3. Payment of the cost incurred by the Association for a criminal background check (which background check the Association is deemed authorized to obtain by each applicant and shall be conducted by a pre-approved vendor at a set cost); and
4. A copy of the fully executed written lease (all leases must be in writing and state that tenants are required to comply with all governing documents of the Association, or shall automatically be deemed to contain such requirement).

THIS ITEM #4 ONLY APPLIES TO TENANT APPLICANTS

If the Association does not timely provide an approval or denial, then the residency of the applicant shall be deemed approved unless there is a reasonable basis on the part of the Association for the delay. For prospective owners who intend to reside on the lot upon acquisition of ownership, they are encouraged to obtain written approval of residency from the Association (in addition to written approval of the transfer of ownership) prior to closing or acquiring ownership to avoid any unintended consequences.

In evaluating each applicant for residency on a case-by-case and non-discriminatory basis, the Association may rely on certain criteria as constituting good cause for denial, which criteria may include but shall not be limited to the following:

1. An applicant with a reasonably recent conviction for a crime involving physical violence or that otherwise indicates a demonstrable risk to life safety or property; or
2. An applicant with a reasonably recent conviction for the manufacturing, creating or distribution of controlled and/or illegal substances; or
3. An applicant who is a registered sex offender; or
4. An applicant who takes up residency on a lot prior to the issuance of any written approval by the Association; or
5. An applicant who was dishonest on their residency application form; or
6. An applicant who has unpaid monetary obligations owed to the Association (or in the case of a tenant applicant, where any monetary obligations are owed to the Association by the owner); or
7. An applicant or any lot that they own (including improvements thereon) in the Pheasant Walk community/subdivision who/which has pending and unresolved violations of the governing documents (or in the case of a tenant applicant, where the owner of the lot to be leased has outstanding violations on it or on any other lot in the Pheasant Walk community/subdivision).

If a residency application is denied, the individual may not reside on the lot for which they were seeking residency or anywhere else within the Pheasant Walk community/subdivision and anyone who violates this provision or aids or allows someone else in violating this provision shall be in breach of the governing documents and subject to enforcement.

Any guest or other non-owner or non-tenant occupant of a lot over the age of 18 and residing on a lot for more than 60 days in a 12 month period shall be deemed a tenant and subject to the foregoing residency application and approval process, including the completing of a residency application, payment of the transfer fee of \$100 and payment for the cost of the criminal background check, and if denied residency they shall vacate forthwith. In these instances, such an individual having resided on the lot prior to issuance of written approval shall not be used as a basis for denial of residency. However, the foregoing shall not apply to children, spouses, parents or siblings of owners or tenants so long as they are residing on the lot along with an approved owner or tenant to whom they are related, which owner or tenant must be actively and ongoingly residing on the lot. But if any such relatives of an owner or a tenant are residing on the lot in the absence of an approved owner or tenant to whom they are related for more than 60 days in a 12 month period then the foregoing shall apply to them.

Any tenant applicant who renews or extends an existing lease of a lot for which they were previously approved for residency shall not be required to go through the foregoing residency application and approval process again so long as they provide a copy of the renewal or extension of their written lease to the Association at least 15 days prior to its commencement.

All determinations regarding transfers of ownership and/or residency pursuant to this paragraph may be made by the Association or by an agent to whom the Association has delegated such authority.

No lease shall be for a term of less than four (4) months. No lot may be leased more than two (2)

time in any twelve (12) month period (as measured from the commencement date of the most recent lease of the lot), regardless of the lease term, except in instances of leases that are prematurely terminated due to abandonment by the tenant or eviction of the tenant which leases shall not be counted towards this maximum. However, this exception and opportunity to re-lease a lot shall only apply to leases that are prematurely terminated due to abandonment or eviction and may not be exercised with regard to a lot more than one (1) time in any twelve (12) month period.

Every lease shall state or be deemed to automatically provide that the Association may take action to terminate a lease and the Association shall have the right to file an action for eviction, unlawful detainer or ejection as to a tenant or other occupant (including a guest deemed a tenant hereunder) pursuant to Florida Statute 66, 82 or 83, as applicable, to the same extent and on behalf of the owner (which rights are specifically assigned by the owner to the Association and accordingly, the Association may file any such action in the name of the Association) upon default by the individual in observing any of the provisions of the Association's governing documents or upon the individual causing damage to Association property and any expenses incurred by the Association in connection therewith, including attorney's fees and costs, may be charged to the Owner and deemed, treated and collectable the same as an Assessment under this Declaration. The rights under this paragraph are cumulative and shall not preclude the Association from taking action directly against the owner of the subject lot or pursuing any other available remedies.