



PHEASANT WALK HOMEOWNERS' **ASSOCIATION**

SUMMARY AND RULES / REGULATIONS

March 16, 2023

Disclaimer

The Pheasant Walk Homeowners' Association, Inc. (the "**HOA**") is an incorporated, not-for-profit corporation, formed for, among other things, the purpose of maintaining the high standards of construction, design, and overall general appearance throughout the Pheasant Walk Community (the "**Community**"). Each lot owner (each, an "**Owner**") within the Community is a member of the HOA and is subject to the obligations imposed, and the benefits provided, by any duly enacted (a) by-laws, (b) covenants, reservations and restrictions, regulations enacted by state, county (the "**County**"), local, or judicial authorities, and (c) rules of the HOA (collectively, the "**Rules**").

This summary (the "**Summary**") is prepared by the Board of Directors (the "**Board**") and is a summary of the most current Rules, as of the date set forth above. The enclosed is not intended to be, nor is, a verbatim recitation of the Rules. This Summary has been prepared in an effort to highlight key Rules of the Community, in an abbreviated format, not to replace or alter the Rules as filed with the County. Every effort has been made to avoid mischaracterization of, and to present succinctly, the Rules. The Rules may be reviewed in their entirety at www.pwboca.com.

This Summary does not contain all the information that is or may be material to Owners or potential Owners and should not be considered as advice or a recommendation to Owners or potential Owners in respect of their obligations under the Rules. The Board has prepared this Summary based on information available to it as of the date hereof. The Board will endeavor, but is not obligated, to update this Summary over time. No representation or warranty, express or implied, is provided in relation to the fairness, accuracy, correctness, completeness, or reliability of the information contained herein.

For the avoidance of doubt, in the event an Owner allows non-Owners to reside in their residences (e.g., renters) ("**Non-Owner Occupants**"), it is solely the responsibility and obligation of each such Owner to ensure compliance with the Rules by both the Owner and Non-Owner Occupant(s). If any Non-Owner Occupant(s) receive violations or other communications from the Board relating to the property, such Owner is solely responsible to timely respond to any such matters and should advise any Non-Owner Occupants accordingly.

The contents of this Summary should not be considered to be legal, tax, investment or other advice, and any Owner or prospective Owner considering the purchase of a home in the Community having questions whether any action requires prior Board approval (including that of the Architectural Review Board (the "**ARB**")), should read the Rules in their entirety and/or consult with its own counsel and advisers as to all legal and related matters concerning the matters set forth herein.

All Owners should also review and familiarize themselves with the "Request for Architectural Review and HOA Approval" Forms (the "**ARB Forms**"). The ARB Forms must be submitted for Board approval of various matters, which are identified herein. The ARB Forms are available at www.pwboca.com.

This Summary and Rules and Regulations may be amended from time-to-time as provided under Florida Statutes, incorporating changes to Chapter 720, Florida Statutes, incorporating Kaufman language into these Rules. The Board shall have the right to pick and choose which amended Statutory provisions it will incorporate herein.

New Resident Registration

- All new residents (Owners, renters, or otherwise) are required to complete the new resident information packet, a copy of which will be provided by the management company and is available at www.pwboca.com.

Home Improvements¹

- All plans for construction (new or improvements upon existing, or additional square footage) upon any lot and any exterior alterations or modifications (including, but not limited to, landscaping, driveways, fences, walls, screen enclosures, swimming pools, patios, rooms, porch additions, generators or propane tanks, or other structures (including the location thereof and changes after approval)), must be submitted to the HOA for approval by submitting a completed applicable ARB Form. Forms are considered timely if submitted the Friday before the meeting. Expedited review of any forms received thereafter require a \$100.00 rush fee.
- Owners must submit to the HOA three (3) complete sets of plans, showing the locations, course, and width of same or three (3) complete sets of building plans, or specifications for the lot, building, fence, wall, or other structure. Three (3) copies are required for any major construction (knockdowns or additions) and must be stamped and physically delivered. All others may be submitted electronically.
- No work may commence prior to approval. If work is commenced prior to approval, a \$100.00 rush fee will be required and if not performed to standard, Owner will be required to return to original condition. If not approved, the foregoing may not be constructed.
- Upon approval, the Owner shall receive written notice from the HOA. Such approval is valid for ninety (90) days. No changes or deviations in or from such plans as approved shall be made without resubmission and approval of the ARB.
- Refusal of approval of plans may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the ARB shall seem sufficient.

Maintenance Payments²

- Each lot is subject to an annual maintenance assessment (the “**Assessment**”), which is secured by a lien upon such lot until paid by the respective Owner.
- Assessments are due the 1st of January of each year. Late fees and collection legal policies are procedurally enforced. Owners who are away (vacation, business, etc.) are still obligated to pay on time. Any mailing address changes must be provided to the management office at david@superiormgmt.net. Partial and/or late payments will be applied in the accordance with all applicable Florida laws, regardless of any restrictive endorsements.
- In the event any Owner fails or refuses to continue the annual dues payments, Owners shall receive a thirty (30) day courtesy notice on February 1, followed by a ten (10) day demand on March 2. If annual dues remain outstanding following the final demand notice, the Owner will be referred to collections, whereby such unpaid dues shall become a lien upon the property, which will be enforced pursuant to the Rules and applicable Florida law.

Lawns, Landscaping, and Property Maintenance³

- All lawns in the front of the property shall extend to the pavement line as constructed. No gravel or blacktop parking strips are permitted, except as approved on the plot plan of the plans and specifications.
- Each lot is required to have a minimum of at least six (6) trees at least ten (10) feet in height and fifty (50) shrubs, twenty (20) of which must each be eighteen (18) inches high, and thirty (30) of which must be a minimum of thirty (30) inches high.
- All lawns must be fully sodded and shall contain underground sprinkler systems sufficient to water the lawn. Any landscaping modifications, changes, additions, or removals are subject to ARB review and approval. The HOA and its members are required to comply with any regulations governing landscaping. However, the HOA shall have the right, responsibility, and obligation to ensure that any approval plans for landscaping modifications ensure that Lots are properly manicured, neat, clean, and consistent throughout the Community, at the sole discretion of the Board and/or ARB.
- The tree and shrubbery package for each lot must be approved by the HOA before any trees and shrubs are planted. All alterations to landscaping plans must be approved in writing by the HOA by submitting a completed ARB Form, which must include a list of plants and photos (or other design depictions).
- No weeds, underbrush or other unsightly growth shall be permitted to grow or remain. Owners must maintain their lots (including the swale in front and, for corner lots, the sides), including shrubbery and landscaping in a neat and trim condition. This includes mowing and edging the lawn and trimming all vegetation.
- All property, buildings, improvements, and appurtenances shall be kept neat, clean, and attractive, as well as all buildings and structures.

- All residential units must be maintained and regularly painted (see below for more on painting) and Owners are responsible for the prevention and removal of rust from external surfaces of residences, adjoining driveways, sidewalks, and adjacent street areas.
- No refuse pile or unsightly objects shall be allowed to be stored and visible from street view or on the swale. Please follow paper disposal protocol and schedule pick-up times for PW. In the event that an Owner fails or refuses to keep the lot free of the foregoing, the HOA, after thirty (30) days written notice to Owner, may enter upon said property and remove the same at the expense of the Owner and such entry is not a trespass. The cost of removal shall be a lien against the property until paid in full.
- In addition to the Rules, County regulations require the following:
 - rotted wood, broken or missing boards, windows, siding, or shingles to be repaired and all exterior parts must be weathertight, rodent-proof, sound-deadening, resistant to water, covered in paint, waterproof stain, siding, brick, or stone that is in good condition.

All hedges must be trimmed in front yard to a height of four (4) feet or less and eight (8) feet or less in the rear or side yards. Overgrowth in excess of seven (7) inches immediately next to an improved property is a code violation.

Hurricane Shutters

- Hurricane shutters may be closed during the threat of an impending storm. Hurricane shutters must be removed/opened no later than fourteen (14) days after the County lifts a hurricane watch or warning.

Signs⁴

- Yard signs, billboards, and advertising signs "For Rent or "For Sale" are prohibited. Only name and address signs are permitted.
- Realtor for-sale signs may be affixed to the right-hand corner of the garage. Open house signs may be posted on Saturday and Sunday, only. No sign may exceed 19"x 24" in total area. No more than four (4) signs may be posted to direct prospective buyers. Signs may be displayed from 9:00 a.m.- 4:00 p.m. Signs should portray neat, professional aesthetics. No garish sign attachments such as balloons, streamers, etc. are permitted. Signs must be self-supporting and only posted on common areas and on the property being advertised. No political signs, flags, banners, or advertisements of any kind are permitted.
- Special event signs (graduation, milestone, birthday) will be permitted, but their display will be limited by the HOA.
- American flags and United States military flags are permitted in accordance and subject to applicable Florida laws and regulations. Holiday flags and sports team flags are permitted for a

total of five (5) days, inclusive of the day of any event and the two (2) days prior to and after such event.

Walls⁵

- No boundary walls over five (5) feet in height above the ground level of the adjoining property are permitted, including hedges or shrubbery.
- All walls of any height, type, location, or design must be approved in writing by the HOA, by submission of an ARB Form.

Nuisances⁶

- Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No cattle, horses, swine, goats, poultry, or fowl may be kept. No drilling apparatus, billboard, or other advertising device is permitted.
- In the event of any question as to what may be or may become a nuisance, such questions should be submitted to the HOA for a decision in writing and its decision shall be final.

Garbage Containers and Collection⁷

- All garbage containers must be placed in walled in areas, behind a fence, or in a garage so not to be visible from the adjoining properties.
- Any oil tanks and bottle gas tanks must be underground or placed in walled-in areas so that they are not visible from the adjoining properties. Any external air conditioning units must be placed in areas so not to be visible from the adjoining properties.
- County regulations provide rules regarding garbage and refuse, available at swa.org.
- Residential garbage includes kitchen, food, and small household discards, and is collected twice each week. Garbage must be bagged or placed in proper containers and placed street-side in front of the home on the swale. Trash includes bulk waste such as furniture, mattresses, and yard trimmings. These items are collected one (1) time per week only. Please refer to PW's garbage schedule.
- No garbage, trash, or landscaping debris may be brought to the curb until 3:00 p.m. the evening before the day it is scheduled to be picked up. All refuse containers must be removed from the pickup area the same day collection is made.
- Pickup schedule is Tuesday for garbage and landscape/vegetation debris and Friday for garbage, bulk, and recycling items.
- Any debris brought curbside before the allotted time is subject to removal by the HOA and the cost charged back to the Owner. If landscape debris is not picked by the County, the owner will be held responsible to pay to have it removed. Please contact SWA at 561-640-4000 for your

disposal needs. If an Owner is using a landscaper, the landscaper is responsible for the debris removal.

- Hazardous material will not be picked up by the County. For example, automotive products, rechargeable batteries, propane tanks, fluorescent bulbs, paint products, pesticides, household and pool chemicals, and electronics. Please contact FCC with any questions.

Clothes Drying⁸

- No outdoor clothes drying is permitted nor are any outdoor clotheslines.

Temporary Buildings⁹

- No tents or temporary accessory building or structure can be erected without the written consent of the HOA.
- Any request for a storage pod, temporary storage units, or dumpsters must be submitted to the HOA for approval, by submitting a completed ARB Form prior to placing the storage unit on the property.

Trucks and Boats¹⁰

- No commercial vehicles, or non-passenger vehicles, such as, but not limited to, trailers or carts of any kind shall be parked within the Community or outside any garage unless present and necessary in actual construction or repairs during normal business hours.
- No commercial vehicles, or non-passenger vehicles, such as, but not limited to, trailers or carts can be parked overnight, or outside of any garage without prior written consent of HOA.
- Boats are not permitted to be parked in the Community unless within a garage, behind a fence, or with landscaping obstruction so that it is not visible from the street or any surrounding property.
- In addition to the Rules, County regulations require the following:
 - Vehicles must be in operable condition, able to move on their own power; the keeping of unregistered or unlicensed vehicles is prohibited.
 - Any vehicle that does not operate must be in an enclosed structure, such as a garage. Only one unlicensed vehicle may be kept on residential property, provided it is screened from view and is operable.
- No commercial trucks and non-passenger vehicles, such as 4-wheel drive trucks, jeeps, campers, motor homes, house trailers, boats, airplanes, gliders, or inoperable vehicles may be parked within the Community unless parked within a garage or behind a standard-height fence, in yard so that it is not visible from the street or surrounding properties.

- No motor vehicles may show for sale signage except in such authorized area immediately in front of the Owner's property (not the swale).
- All unregistered, motorized vehicles such as go-carts, golf-carts, or similar type vehicles driven by non-licensed persons are prohibited from all common areas. This includes the park, dock area, sidewalks, and streets within the Community.

Antennas¹¹

- No outside television, wireless or radio antennas are permitted on any residence.

Occupancy and Use¹²

- No temporary house, dwelling, garage, outbuilding, trailer home, or other temporary structure shall be placed or erected upon any lot unless approved by the HOA.
- Lots within the Community are for single-family residential purposes only. Buildings intended or adapted to business purposes are not permitted. No building or structure adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multi-family dwelling may be erected, placed, permitted, or maintained on such premises, or any part thereof.
- No improvements or structure whatsoever may be erected, placed, or maintained on any lot in the Community without prior ARB approval.

Size of Residences and Roofs¹³

- The minimum square footage of living area exclusive of the garage and porches shall be 1,250 square feet.
- A garage sufficient for at least one (1) automobile shall be required on all houses. No carports are allowed.
- Roof pitch must be a minimum of four (4) inches on twelve (12) inches and minimum roof overhang is sixteen (16) inches although it is requested that a greater overhang be used whenever possible.
- Roofs must be either flat cement tile of any color, or barrel tile of any color, or Spanish tile, or wood shingles or asphalt shingle roofs – thick butt type only. No gravel roofs except on flat deck over porches.
- Any changes to roofs (or construction of new roofing) or garage doors, windows and hurricane shutters must be submitted to the HOA for approval, by submitting a completed ARB Form.

Division of Lots¹⁴

- No lot may be re-subdivided except as approved by the HOA.

Letter and Delivery Boxes (Mailboxes)¹⁵

- The HOA shall determine the location, color, size, design, lettering and all other particulars of all mail or paper delivery boxes and standards and brackets and name signs for such boxes as well as with respect to all signs including all street and traffic control signs. Mailbox specifications may be found at www.pwboca.com.

Color of Residences¹⁶

- All residences shall be painted in earth tones (shades of tan) or shades of white or such other color as may be approved in writing in advance by the HOA. In the event of noncompliance,
- The HOA reserves the right to paint the residence so as to comply with this Rule and assess the Owner for the costs thereof.
- All Owners must submit a completed ARB Form for review and approval of exterior painting of residences prior to starting any project.

Lake-Related Rules¹⁷

- No motor propelled boats are permitted. No boats (or other water equipment of any kind) may be abandoned or left overnight on or near the lake.
- No docks, bulkheads, marinas, piling, boat houses, or boat shelters may be erected on or near the lake.
- The lake area including the area between the lake shore and the upland lot line closest to the lake is open to all Owners and other persons approved by the Board. Use is governed by the Rules in addition to any duly passed rules by the Board and may be enforced by injunction or by expulsion.
- Picnicking is prohibited on the lake shore (*i.e.*, the area between the high-water line of the lake and the closest property line to the lake from the property owned by the upland individual lot Owner).
- The dock is open to all Owners and their guests. Hours of operation are dawn to dusk. Swimming is not allowed in the lake. Pets must always be on a leash and supervised by their Owner. Trash must be disposed of properly. Pet waste must be cleaned up immediately and disposed of properly.

Park and Playground Rules

- The park is open to all Owners and their guests. Hours of operation are from dawn to dusk. All children under ten (10) years of age must be supervised by an adult. All adults in the playground area must be accompanied by a child. All guests must be accompanied by an Owner/resident.
- The playground is intended for use by those twelve (12) years of age or younger.
- The playground may not be used if the equipment is wet.
- No littering, smoking, or glass bottles are permitted in the park.
- Writing, drawing on, or defacing the playground equipment is prohibited.
- Pets are not permitted in the park or playground.
- Use of profane language will not be tolerated. No loitering.
- If an Owner is using the park for a party, they must contact management in advance and sign a liability, hold harmless, and assumption of risk and indemnity acknowledgement prior to any event. During this time, the park remains open to all Owners regardless of the Owner's party. There is no parking in the park or on/in the entrances to the park. All garbage must be removed by the Owner hosting the party.

Pets

- Dogs must always be leashed when outside of the home and when walked within PW.
- All waste must be cleaned up and properly disposed of in an appropriate waste receptacle.

Holiday Decorations

- Holiday decorations may be displayed from November to January. Seasonal holiday decorations may be displayed for two (2) weeks prior to the holiday and one (1) week after.

Garage Sales

- Pursuant to County regulations, garage sales are permitted, but are limited to two (2) garage sales per year and not to exceed 72-hours. Signage is not allowed to be posted on common areas.

Parking Rules

- Parking is not allowed on any grass, sidewalk or walking path, including on swales when waiting at school bus stops within the Community. A vehicle cannot block the sidewalk. All four (4) tires on the grass are prohibited, however, all vehicles, when parked on swales, must have two (2) wheels on the grass in order to allow street access for oversized emergency vehicles.

- The park and lake do not have designated parking areas and all vehicles must comply with general parking rules when parking at such locations.

Enforcement of Rules¹⁸

- All of the covenants, restrictions, conditions, etc. automatically renew for ten (10) year periods commencing in 2008 until the Owners of a majority of lots shall by written instrument duly recorded declare a termination.
- In the event of any breach of the Rules, the HOA has the right of immediate entry upon such real property.
- If the HOA employs counsel to enforce any Rule, all costs incurred in such enforcement, including reasonable fee for counsel, shall be paid by the Owner, secured by a lien against the lot.

Remedies for Violations¹⁹

- Violations or breaches of any condition, restriction, or covenant shall give the HOA in addition to all other remedies, the right to proceed at law or in equity to compel compliance and to prevent violations or breaches.
- In addition, the HOA shall have the right to enter upon the property and abate or remove the same at the expense of the Owners and such entry shall not be deemed a trespass.
- In order to address violations in the Association in a manner that provides the Owner an opportunity to comply yet ensures that the process moves forward in a timely manner, from thirty (30) days of the date of the adoption of these Rules and Regulations, the Management Company will provide each Owner(s) with a first notice to cure the violation(s) that will provide a thirty (30) day period of time for the Owner(s) to cure the violation from the date of the notice. If the violation is not cured upon inspection of the same, then the Management Company will provide a second (2nd) and final notice to the Owner(s), providing an additional ten (10) days to cure prior to transferring the file to the Association's counsel or the right of the HOA to enter such property and remedy at the expense of the Owner(s). If referred to the Association's counsel, a statutory compliant mandatory mediation letter will be issued to the Owner(s) or whatever proper notice methodology is required for under Chapter 720 of the Florida Statutes, as may be amended from time to time.

Modifications of Rules²⁰

- The HOA shall have the right to modify or amend the Rules based upon the circumstances presented to the HOA showing good cause or reasonableness in the opinion of the HOA and the HOA's determination shall be conclusive,
- Pheasant Run, Inc. may include in any deed conveying lands in the subdivision any additional restrictive covenants or any modifications of any of the covenants contained in the deed.

Covenant No. 27

- Owner of lots in the subdivision lying either between Lake Park Road and the lake located within tract F or Spring Tree Lane and the lake should familiarize themselves with Covenant No 27 and any other related rules specific to the area described.

¹ Covenant No. 3.

² Covenant Nos. 4 and 18.

³ Covenant No. 5, 9, and 31.

⁴ Covenant No. 6.

⁵ Covenant No. 7.

⁶ Covenant No. 8.

⁷ Covenant No. 10.

⁸ Covenant No. 11.

⁹ Covenant No. 12.

¹⁰ Covenant No. 13 and May 20, 1983, Modification.

¹¹ Covenant No. 17.

¹² Covenant Nos. 1 and 20.

¹³ Covenant No. 21.

¹⁴ Covenant No. 22.

¹⁵ Covenant No. 23.

¹⁶ Covenant No. 26.

¹⁷ Covenant Nos. 28, 29, 30, and 32.

¹⁸ Covenant No. 24.

¹⁹ Covenant No. 14.

²⁰ Covenant Nos. 15 and 19.