

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ALL UNITS OF FOX RUN**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WHEREAS, the owners of lots in the subdivision named below, which subdivisions are now affected by the Declaration of Covenants, Restrictions, Easements, and Conditions named below (all recording data below refers to the public records of Escambia County, Florida):

- (a) Lots 1 through 8, inclusive, Block "A", Lots 1 through 7, inclusive, Block "B", Lots 1 through 13, inclusive, Block "C", Lots 1 through 19, inclusive, Block "D", Lots 1 through 4, inclusive, Block "E" of Fox Run Unit No. 1, according to the plat filed in Plat Book 11 at page 48, the Declaration affecting that subdivision being recorded in Official Record Book 1575 at page 647, et seq.
- (b) Lots 1 through 10, inclusive, Block "F", of Fox Run Unit No. 2, according to the plat filed in Plat Book 11 at page 45, the Declaration affecting that subdivision being recorded in Official Record Book 1564 at page 236, et seq.
- (c) Lots 9 through 39, inclusive, Block "A", Lots 14 through 22, inclusive, Block B, of Fox Run Unit No. 3, according to the plat filed in Plat Book 11 at page 71, the Declaration affecting that subdivision being recorded in Official Record Book 1699 at page 326, et seq.
- (d) Lots 1 through 30, inclusive, Block "G", of Fox Run Unit No. 4, according to the plat filed in Plat Book 11 at page 84, the Declaration affecting that subdivision being recorded in Official Record Book 1768 at page 651, et seq.
- (e) Lots 40 through 46, inclusive, Block "A", Lots 8 through 13, inclusive, Block "B", Lots 5 through 26, inclusive, Block "E", Lots 1 through 18, inclusive, Block "H", Lots 31 and 32, Block "H", of Fox Run Unit No. 5, according to the plat filed in Plat Book 12 at page 16, the Declaration affecting that subdivision being recorded in Official Record Book 1853 at page 429, et seq.
- (f) Lots 47 through 64, inclusive, Block "A", Lots 19 through 30, inclusive, Block "H", of Fox Run Unit No. 6, according to the plat filed in Plat Book 12 at page 47, the Declaration affecting that subdivision being recorded in Official Record Book 1926 at page 691, et seq.
- (g) Lots 15 through 23, inclusive, Block "A", Lots 24 through 45, inclusive, Block "B", of Fox Run Unit No. 7, according to the plat filed in Plat Book 12 at page 60, the Declaration of which is recorded in Official Record Book 1984 at page 124, et seq.

(h) Lots 1 through 6, inclusive, Fox Fire, at Fox Run, a subdivision according to plat filed in Plat Book 12 at page 75, the Declaration of which is recorded in Official Record Book 2042 at page 374, et seq.

(i) Lots 1 through 18, inclusive, Block "A", of Hunter's Run Unit No. 1; and all of Block "B" of Hunter's Run Unit No. 1, according to the plat files in Plat Book 12 at page 59, the Declaration of which is recorded in Official Record Book 1974 at page 0544, et seq.; provided, however, that the maintenance of the private road shall not be the responsibility of the Association or Escambia County, Florida.

WHEREAS, the owners executing this document or hereafter adopting this document and binding their property by separate instrument desire to preserve and enhance the value and desirability of their lots by subjecting the properties to be affected hereby to the hereafter mentioned used restrictions and to provide for mandatory maintenance assessments in favor of Fox Run Homeowners Association, Inc. (a Florida not for profit filed August 4, 1981, bearing Charter no. 759450), that corporation hereafter being referred to as "Association". That Association was formed for the purpose of acting as the homeowners association for Fox Run units and has been so acting. It is the record owner of certain common areas conveyed to it for Association and members of Association as required by that Corporation Warranty Deed recorded in Official Records Book 1996 at page 760 of the public records of Escambia County, Florida, Association desires to continue to act as the homeowners association to benefit the owners of lots in the subdivision mentioned above.

Now therefore, the undersigned lot owners, hereafter called Declarants, and each lot owner in the above subdivisions hereafter subjecting their lots to this Declaration, each in consideration of the agreement with each other and with Association, joined in by the Association, declare that all of the properties described in subparagraphs (a) through (h) above, shall be held subject to the following Restrictions, Covenants, and Conditions, which are for the purpose of protecting the value and desirability of the real property, with the provisions of this document to be a covenant running with the land binding on all properties brought within its provisions and all persons having any right, title, or interest in the said properties or any part thereof, and their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of the owner of each lot subject of this Declaration and the successors in title to such owners.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to FOX RUN HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is subject to these covenants,

including contract vendees, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in paragraphs (a) through (h), inclusive, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common enjoyment of the Owners, including but not limited to that described in Official Record 1996 at page 759.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the recorded Plats mentioned in paragraphs (a) through (h) above with the exception of any Common Area shown on those plats.

Section 6. "Declarants" shall mean and refer to the Lot Owners which shall have caused to have their names and signatures affixed to this document, thus ratifying and binding themselves to the agreements and promises outlined in this document, and those subjecting their lots to the provisions herein by separate instrument. Because of the large number of lots involved and the voluminous document which would exist if all owners signed this document, it is intended that most of the persons subjecting their lots to the provisions of this document will do so by separate document.

Section 7. "Board of Directors" is the Board of Directors of Fox Run Homeowners Association, Inc., a Florida corporation not for profit.

ARTICE II PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights by an Owner for any period during which any assessment against his Lot remains unpaid.
- (b) the right of the Association to dedicate or transfer all or any part of the Common Area 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 agreeing to such dedication or transfer signed by owners of two-thirds (2/3) of the lots has been recorded in the public records of Escambia County, Florida.

(c) the right of the Association to limit an Owner's right to delegate use of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the property, his guests, independent contractors and subcontractors, for personal and non-commercial uses for a reasonable period of time.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association shall have one (1) class of voting membership which shall be Owners. Each Owner shall be entitled to one (1) vote for each Lot owned, except when voting as a member of the Board of Directors at which time that person may cast only one vote.

Section 2. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Should the multiple holders of an interest in a single Lot seek to send only one of their number as a representative, that representative shall appear with authorization signed by each interest holder to cast the Lot's vote on their behalf. Should the multiple interest holders of a single Lot seek to vote by proxy without sending a representative, that proxy shall be in writing and signed by all holders of an interest in the Lot.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges for the payment of operating expenses of the Association (including payment of property taxes which may be assessed against Common Area or any personal property which may in the future be owned by the Association); (2) special assessments for improvements, or to fund any deficits between the amount collected for regular assessments in accordance with the annual budget and the amount determined necessary by the Association for the property management and maintenance of the Common Area, together with other costs and/or expenses of the Association or property of the Association; and (3) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots. All such assessments, together with interest, thereon and costs of collection thereof, including attorney's fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Association, shall be a charge on the land and shall be a continuing lien relating back to the date of recordation of the Declaration upon any Lot against which each such assessment is made. Each such assessment, together with interest, costs (including applicable

late fees), and reasonable attorney's fees for its collection, including attorney's fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment fell due. Each Owner shall be jointly and severally responsible with the previous Owner for all assessments due to the Association prior to the transfer of title, without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of Declarants and their successors in title, including but not limited to street lighting, administrative expense, maintenance of fencing, maintenance of retention pond not maintained by Escambia County, beautification of the entry way, and other like beautification and maintenance of the common areas, as well as for paying taxes on the Common Area if they should ever be levied thereon, and other such reasonable purposes deemed appropriate by the Board. Fox Fire street is not maintained by Escambia County. Regardless of any other provision herein, Association shall not be responsible for maintaining that roadway.

Section 3. Maximum Annual Assessment. The initial annual assessment shall be eighty-five dollars (\$85.00) per lot, payable on or before February 15 of each year.

- (a) The annual assessment may be increased no more than 15% by the Board of Directors without approval of the membership at any annual meeting or a special meeting called for that purpose.
- (b) The Board of Directors of the Association may call a special meeting of all members, with 30 days written notice, to increase the annual assessment by more than 15%.

Section 4. Notice for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be delivered or sent by prepaid U.S. Postal Service or e-mail (or other available electronic means) to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

Section 5. Annual Assessments:

- (a) The assessments provided herein shall be paid annually.
- (b) The Board shall determine and recommend an amount for the annual assessment within the limits mentioned above and provide notice of the proposed amount, along with the proposed agenda for the annual meeting, with its notice of the annual meeting.

(c) The assessment shall be paid within 30 days of its due date.

Section 6. Uniform Rate of Assessment. Unless otherwise provided for herein, annual and special assessments must be fixed at a uniform rate for all Lots, meaning the amount of such assessments shall be the same for each Lot. Assessments may be collected on an annual, quarterly or monthly basis or at any other interval as determined by the Board of Directors. Vacant Lots may be assessed less than improved Lots if approved by the membership at an annual meeting or a special meeting called for that purpose. Payments of all assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect assessments.

Section 7. Date of Commencement of Annual Assessments/Due Dates. The first annual assessment provided herein shall first accrue as of January 1, 2000, to be payable on or before February 15, 2000. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance to bona fide third parties.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Annual dues for the coming year are due on January 1st of that year and are payable on or before February 15th of that same year. Any assessments which are not paid when due shall be delinquent. If the Assessment is not paid within 15 days (or such other period of time established by the Board of Directors) after the due date, an administrative late fee of the greater of Twenty-Five and no/100 Dollars (\$25.00) or 5% of the amount of the installment that is past due, together with interest in an amount equal to the maximum rate per annum allowable by law beginning from the due date until paid in full may be levied. If there is any mortgage on any Lot guaranteed by the Veterans Administration, then the assessment on that Lot shall bear interest at the rate allowed by the Veterans Administration. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or building site to which the assessment is levied, and interest, costs and reasonable attorney's fees, including at all appellate levels and whether or not suit is instituted, in collection or enforcement shall be added to the amount of such assessment. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale to acquire, hold, lease, mortgage, and convey the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or building site.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of the interest in any Lot or building site shall not affect the assessment lien. However, the sale or transfer of the interest in any Lot or building site 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. No sale or transfer shall relieve such Lot or building site from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V USE RESTRICTIONS

Section 1. Each of the above said lots shall be used for residential purposes only and only one (1) single family residential building shall be erected or placed on each of the said lots, which residential building shall not exceed 2 ½ stories in height. There may be an attached or detached private garage for each residential building for not less than two (2) nor more than three (3) automobiles.

Section 2. The main residential building shall have a minimum area as shown below. Any attached accessory building or area shall be in addition to the below square footage and will be considered part of the residential building as far as setbacks are applicable.

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| (a) | Units 1,3,5&6: | 1400 Sq. Ft. for a one (1) Story Residence 1000 Sq. Ft. on 1 st Floor of Multi-Story Residence |
| (b) | Unit – 2: | 1600 Sq. Ft. for a one (1) Story Residence 1200 Sq. Ft. on 1 st Floor of a Multi-Story Residence |
| (c) | Unit – 4: | 1800 Sq. Ft. for a one (1) Story Residence 1200 Sq. Ft. on 1 st Floor of a Multi-Story Residence |
| (d) | Unit – 7: | 1300 Sq. Ft. for a one Story Residence 800 Sq. Ft. on 1 st Floor of a Multi-Story Residence |
| (e) | Fox Fire at Fox Run | 2000 Sq. Ft. for a one Story Residence 1500 Sq. Ft. on 1 st Floor of a Multi-Story Residence |

Section 3. No residential building (including any attached accessory building or area) shall be located nearer than the distances specified below with respect to the front street right-of-way line, rear lot line, or the side street right-of-way line. The minimum side yard setback for each side lot line is also listed below:

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| (a) | Units – 1,3,5&6: | FS 30 feet, RL 30 feet, SS 18 feet, SL 10 feet. |
| (b) | Unit – 2: | FS 40 feet, RL 40 feet, SS 40 feet, SL 20 feet. |
| (c) | Unit – 4: | FS 30 feet, RL none, SS 30 feet, SL 18 feet. |
| (d) | Unit – 7: | FS 25 feet, RL 20 feet, SS 18 feet, SL 7 ½ feet. |
| (e) | Fox Fire at Fox Run: | FS 35 feet, RL none, SS 35 feet, SL 18 feet. |

FS = Front Street Right-of-Way; RL = Rear Lot Line;

SS = Side Street Right-of-Way; SL = Side Lot Line.

Section 4. Fences and walls shall not exceed 6 feet in height and shall not be erected or placed nearer to the front street right-of-way than the rear corners of the house and in no case within 30 feet of a street right-of-way in Unit 1; within 40 feet of a street right-of-way in Units 3,4,5 and 6; within 15 feet of a street right-of-way in Unit 7; or within 18 feet of a street right-of-way in Fox Fire at Fox Run; and shall not be erected within any easements shown on the said plat unless properly permitted. Chain link or wire fencing is not permitted. Low decorative

fences or walls used for borders and/or protection of shrubs, flower beds or grassed areas in front or side yards are allowed if provisions of paragraph 14 are strictly followed.

Section 5. When more than one lot is devoted to or utilized for a single family residential purpose by an owner of the said property in said Subdivision, the setbacks provided and required herein shall be measured from the boundary lines of the entire area (more than one lot), being then and there utilized and devoted to such single family residential purposes.

Section 6. No fowls or animals, domestic or otherwise, shall be kept or maintained on any lot outside the residence except dogs and/or cats. Dogs and/or cats shall not be kept in such numbers or in such a manner as to be an annoyance to other owners in the Subdivision.

Section 7. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon that shall be or become an annoyance to other owners in the neighborhood.

Section 8. Detached accessory buildings shall be permitted (except in Fox Fire at Fox Run) in that portion of the lot generally known as the rear yard and shall not be located in front of the rear line of the residential building. Any accessory building shall be constructed with quality materials, shall be neat in appearance, and shall not detract from the general appearance of the property. No accessory building shall be located nearer to any side or rear lot line than 20 feet in Units 1,2,3,5 and 6; 18 feet in Unit 4; and 15 feet in Unit 7. Accessory buildings are prohibited in Fox Fire at Fox Run.

Section 9. No boat, marine craft, hovercraft, recreational vehicle, pick-up camper, travel trailer, utility trailer, motorhome, camper body, or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street in the Subdivision. Nor shall any such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, maintenance, or repair of a residence in the immediate vicinity. Trucks with tonnage in excess of the one and one-half ton shall not be permitted to park overnight within the Subdivision except those used by a builder during the construction of improvements. No such vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any one time. Further, no vehicle of any size shall be permitted to park in the front yard of any Lot for any period of time.

Section 10. Clotheslines are permitted; however, these shall be shielded from view of adjoining residences on the street. Trash and garbage cans must be removed from the street no longer than two (2) days after trash or garbage collection.

Section 11. No sign of any kind shall be erected, displayed or maintained on any of the land or any of the structures in this Subdivision, provided this prohibition shall not apply to "Sold", "For Sale", and "For Rent" signs not exceeding 30" X 30" in measurement and to signs giving the name(s) and address(es) of the residences.

Section 12. No hedge or shrub planting which obstructs sight lines or elevations between 2 ½ and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by street property and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of the street property lines extended.

Section 13. The owner of any lot or building site shall not encourage or join in the permitting of oil drilling or oil development operations, or oil refining, quarrying or mining operations of any kind upon or in any lot, and such owner shall not encourage or join in permitting of the erection or maintenance of oil wells, derricks, structures used in boring for oil or natural gas, tanks, tunnels, mineral excavations or shafts upon or in any lot.

Section 14. No buildings or improvements covered by these restrictions shall be erected, placed, altered or changed on said property until the design and location thereof have been approved in writing by Fox Run Homeowners Association Board of Directors, or its duly designated agent or agents; and all construction shall comply with all state, county, and other codes of any kind whatsoever applicable to the property and in effect at that time. Refusal of approval of plans and specifications by Fox Run Homeowners Association Board of Directors may be based on any reasonable ground, including but not limited to aesthetic grounds. For the purpose of insuring the development of this Subdivision as an area of high standards, Fox Run Homeowners Association Board of Directors reserves the right to control the type, kind and character of the building structures and other improvements to be placed upon each of the lots in the Subdivision.

Section 15. The area along the creek, shown on the recorded plat as "Green Belt and Drainage Easement", shall remain in its natural state and shall not be cleared or fenced or have anything done to impede the natural flow of storm water along and over the entire area. The area marked on the plat as "Green Belt and Non-Access Easement", contiguous to Fox Run Road within 10 feet of right-of-way, must be maintained in its natural state and shall not be cleared. No fence other than a decorative fence approved by Fox Run Homeowners Association Board of Directors shall exist along the right-of-way line of Fox Run Road. This provision is intended to maintain a green belt shield between Fox Run Road and the lots that back thereto.

Section 16. Owners/Builders shall obtain permission from the Fox Run Homeowners Association Board of Directors prior to removing or cutting down any trees 6" caliper or greater on any property within the Subdivision.

Section 17. The Owner(s) of each lot shall be responsible for keeping his or her lot and all improvements thereon in good order and repair, including, but not limited to, the mowing of all yards and lawns, the pruning of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and structures on the lot, all in a manner and with frequency as is consistent with good property management and maintenance.

Section 18. It is the intention of Fox Run Homeowners Association Board of Directors that the restrictive covenants above described are for the benefit of every present and future property owner of the property so described, and that the same are for the benefit of all property owners in connection with the overall development of said property.

Section 19. All Lots subject to this Declaration shall be used solely for single-family residential dwelling units and for no other purpose except that individual residential dwelling units and for no other purpose except that individual residential dwellings, is used as a rental property, shall be rented or leased for a period of not less than a six (6) consecutive month period and shall not be rented or leased more than three (3) times in a calendar year.

Section 20. Lots are prohibited from being used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or any other purpose incompatible with single-family residential use that would generate on-site customers. Notwithstanding the foregoing, work-from-home occupations will be permitted as long as all of the business operations are located inside the dwelling and do not violate any of the above criteria.

ARTICLE VI **GENERAL PROVISIONS**

Section 1. Enforcement. If any Owner or occupant of any Lot in the development shall violate any of these covenants and restrictions while in force and effect, it shall be lawful for Association or the Owners of any Lot in the subdivision bound by these restrictions to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants or restrictions either to prevent them from doing so or to recover damages for such violations.

Section 2. Time Limitation. These covenants and restrictions are to run with the land and shall be binding on all parties for a term of ninety (90) years from the date hereof and for successive period of ten years each thereafter unless an instrument signed by no less than one-half (1/2) of the then owners of the Lots has been recorded (or is recorded within six (6) months after the initial term or any successive term) agreeing to change the covenants in whole or in part. However, these covenants and restrictions may be terminated or amended in whole or in part at any time by a written instrument signed by the owners of two-thirds (2/3rds) of the lots subject to this Declaration.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one Agreement, binding on all parties hereto, notwithstanding that all parties are not signatory to the original or the same counterpart. The Owners of any Lot not executing this agreement may become an Owner bound by these provisions by the execution and recording of a written instrument joining in these covenants, conditions, and restrictions. After such joinder the person so executed shall be deemed a Declarant hereunder. This Declaration and the provisions thereof shall terminate and become null and void if 80% of the lots in the subdivision mentioned in paragraphs (a) through (h) on the first page of this document have not been subjected to this Declaration and the provisions thereof by January 1, 2002.

IN WITNESS WHEREOF, the undersigned, being Owners of a portion of the Lots heretofore mentioned join in these covenants, and Fox Run Homeowners Association, Inc. agrees to perform the duties of Association as provided herein.