

Prepared by:

John "Jay" A. Fraiser, Esq.
Moorhead Law Group, PLLC
127 Palafox Place, Suite 200
Pensacola, FL 32502

**CERTIFICATE OF AMENDMENT AND FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ALL UNITS OF FOX RUN**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

FOX RUN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association"), by and through its undersigned officer, certifies that:

RECITALS:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for all Units of Fox Run, was recorded on October 21, 1999, in Official Records Book 4483, at Page 1189 of the public records of Escambia County, Florida ("Declaration");

WHEREAS, in accordance with Article VI, Section 2 of the Declaration, the Declaration may be amended in whole or in part at any time by a written instrument signed by the owners of three-fourths (3/4ths) of the lots subject to the Declaration;

WHEREAS, a duly noticed meeting of the members was held on May 23, 2024, at which not less than three-fourths (3/4ths) of the affirmative votes of the owners of the lots subject to the Declaration was received in accordance with Article VI, Section 2 of the Declaration, approving this First Amendment to the Declaration; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows¹:

The first recital of the Declaration is hereby amended to include and incorporate new subparagraph (i), to read as follows:

(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.

¹ Underlined words are being added; stricken words are being deleted.

The second recital of the Declaration is hereby amended to read as follows:

WHEREAS, the Declarations mentioned above each expire on January 1, 2000, and 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 use 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.

Article IV, Section 1 of the Declaration is hereby amended to read as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarants, for each Lot owned within the Properties, hereby covenant, and 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); (previously referred to by Association as dues), and (2) special assessments for capital 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, such assessments to be established and collected as hereinafter provided; and (3) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots. The annual and special All such assessments, together with interest, thereon and costs of collection thereof, including and reasonable 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 the property 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 such property the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of the Owner unless assumed expressly by them. 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.

Article IV, Section 4 of the Declaration is hereby amended to read as follows:

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.

Article IV, Section 6 of the Declaration is hereby amended to read as follows:

Section 6. Uniform Rate of Assessment. Both 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, but vacant 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.

Article IV, Section 8 of the Declaration is hereby amended to read as follows:

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) of its 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 shall bear interest from the due date at the rate of eighteen percent per annum (18%) on any Lot not encumbered by a mortgage insured by the Veterans Administration. If there is any mortgage on any Lot guaranteed by the Veterans Administration, then the assessment on that Lot shall be 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.

Article V, Section 9 of the Declaration is hereby amended to read as follows:

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 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.

Article V, Section 10 of the Declaration is hereby amended to read as follows:

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

The Declaration is hereby amended to include and incorporate new Article V, Section 19 and Section 20, to read as follows:

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.

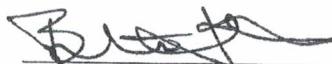
Article VI, Section 2 of the Declaration is hereby amended to read as follows:

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 until January 1, 2020, 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 3/4ths two-thirds (2/3rds) of the lots subject to this Declaration.

WHEREAS, all provisions of the Declaration not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Association hereby certifies the foregoing First Amendment to the Declaration was duly adopted and that the Association has caused this Amendment to be executed by its President, this 24 day of May, 2024.

WITNESSES:

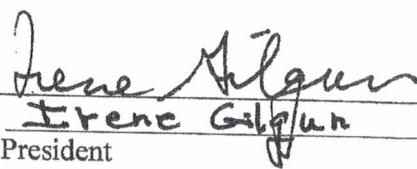


Print Name: Beth Friedrich



Print Name: Aubrey Harris

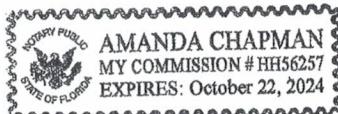
FOX RUN HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit corporation



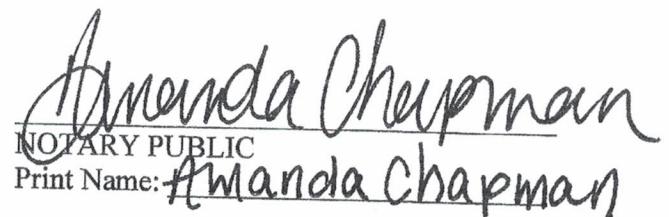
By: Irene Gilgun
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 24 day of May, 2024, by Irene Gilgun, as President of Fox Run Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____, as identification



[SEAL]



AMANDA CHAPMAN
NOTARY PUBLIC
Print Name: Amanda Chapman