

Prepared by/return to:
McCabe & Ronsman
110 Solana Road, Suite 102
Ponte Vedra Beach, FL 32082

**REVIVED AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FOXWOOD TRAILS UNIT ONE**

THIS REVIVED AMENDED AND RESTATED DECLARATION is adopted on the date hereinafter set forth by **FOXWOOD TRAILS ASSOCIATION, INC.**, a Florida not-for-profit corporation, hereinafter referred to as "Association."

WITNESSETH:

WHEREAS, Declarant, D. W. Hutson Construction, Inc., a Florida corporation, was the owner of all of those certain properties in Jacksonville, County of Duval, State of Florida, being more particularly described as:

Foxwood Trails, Unit I, as recorded in Plat Book 41, Pages 73 and
73A, of the current public records of Duval County, Florida.

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Foxwood Trails, recorded in Official Records Book 6109, Page 519 et seq., of the public records of Duval County, Florida ("Original Declaration"), therein declaring that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof; and

WHEREAS, the covenants, conditions and restrictions contained in the recorded documents described above may have expired pursuant to Chapter 712, Florida Statutes, also known as the Marketable Record Title Act; and

WHEREAS, the organizing committee of Foxwood Trails Association, Inc., does hereby submit the Revived Amended and Restated Declaration of Covenants, Conditions and Restrictions for Foxwood Trails Unit One on behalf of Foxwood Trails Association, Inc, for revival pursuant to Section 720.403, Florida Statutes; and

WHEREAS, this Declaration governs only the parcels which were originally encumbered by the Original Declaration and does not contain covenants that are more restrictive on the parcel Owners than the covenants contained in the Original Declaration, except as otherwise provided by Section 720.404(3), Florida Statutes; and

WHEREAS, attached hereto as **Exhibit "A"** are the existing Articles of Incorporation of the Association; attached hereto as **Exhibit "B"** are the existing Bylaws of the Association; attached hereto as **Exhibit "C"** is a list of each parcel subject to the Revived Declaration identified by its legal description and name of the parcel owner; and attached hereto as **Exhibit "D"** is the plat or other graphic depiction of the affected properties in the community.

NOW, THEREFORE, the Association hereby revives all terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Foxwood Trails Unit One as follows:

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to Foxwood Trails Association, Inc., a Florida corporation not for profit, its successors and assigns.
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 the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Properties" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
4. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Declarant may hereafter convey portions of the properties to the Association to constitute additional Common Area, but shall have no obligation to do so.
5. "Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the properties described above.
6. "Declarant" shall mean and refer to D. W. Hutson Construction, Inc.

ARTICLE II PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner and the Association shall have a right and easement of enjoyment in and to any 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 charge reasonable admission and other fees for the use of any recreational facility hereafter situated upon any Common Area;
 - b) the right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any owner for any period during which any assessment against such owner's lot remains unpaid and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;
 - c) 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 its members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of all votes eligible to be cast by both member classes of the Association.

2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, such owner's right of enjoyment to the Common Area and facilities to the members of such owner's family, tenants, or contract purchasers who reside on the property.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

1. Assessment. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. The Association shall have two classes of voting membership:

CLASS A - Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one 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 vote be cast with respect to any lot.

CLASS B - The Class B member shall be the Declarant and shall be entitled to twelve (12) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b) on December 31, 1988, or
- c) Declarant requests that Class B membership be converted to Class A membership.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot 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 Association: 1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

2. Purpose of Assessments. The assessments levied by the 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, lakes, and lake systems. Said maintenance, in addition to the foregoing, shall include the continual maintenance and cleaning of the filter system for drainage and the storm water management system required by the Department of Environmental Regulation and/or the St. Johns River Water Management District. Said continual maintenance and cleaning shall be the sole responsibility of the Association.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be \$48.00 per year or \$12.00 quarterly, per lot.

a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased each year but not more than 5% above the maximum assessment for the previous year without a vote of the membership.

b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased more than 5% by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

c) The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the 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, re-construction, repair or replacement of a capital improvement upon any common area, including fixtures and personal property related thereto; provided that any such special assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a quarterly basis.

7. Date of Commencement of Annual Assessments. Due Dates: The annual assessments provided for herein shall commence as to all lots on the date of the recording of this Declaration in the public records of Duval County, Florida. No lot owned by the Declarant shall be subject to any assessment until a residence has been constructed thereon and occupied. 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 lot at least 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. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 10% 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 property involved, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owner's lot.

9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. Land Use and Building Type. No one, other than Declarant, shall use any lot except for residential purposes. Unless otherwise specifically allowed or permitted under these covenants, no structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height. No outbuilding or other structure at any time situate on said land shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution, or for business or manufacturing purposes, and no duplex residence, garage apartment or apartment house shall be erected or placed on or allowed to occupy said land.

11. Declarant's Right to Resubdivide or Replat. Declarant shall have the right to resubdivide or replat any of the said land owned by it. In the event any of said land is resubdivided or replatted for rights-of-way for roads, streets or easements, none of the restrictions contained herein shall apply to the portions thereof used for such purposes.

12. Garage. Unless an alternative enclosed automobile storage area is approved in writing by the Architectural Control Committee, each home shall have an attached two-car garage. No garage shall be permanently enclosed or converted to another use without the substitution of another enclosed automobile storage area upon the lot. No carports shall be permitted unless approved by such committee and all garages or carports shall contain at least 400 square feet of

usable space appropriate for parking automobiles. All garages must have doors which shall be maintained in a useful condition and shall be kept closed when not in use.

13. Outbuildings. No outbuilding shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. The Architectural Control Committee reserves the right to refuse permission for any and all such outbuildings. Approval shall be as provided in paragraph 31 below. Metal sheds are specifically prohibited.

14. Approval of Structure. No residence, structure, wall or swimming pool shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. No exposed block or built up roof will be permitted in the construction of any dwelling. Approval shall be as provided in paragraph 31 below. No outbuildings or drives, walks, fences, walls or swimming pools shall be erected or constructed on any lot prior to the erection or construction of a permanent residence thereon.

15. Dwelling Size. Unless specifically approved in writing by the Architectural Control Committee, no dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least 1200 square feet for a one-story dwelling, and at least 1000 square feet for a dwelling of more than one story.

16. Building Location. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 15 feet to any side street line. No building shall be located nearer than 7 1/2 feet to an interior lot line. No dwelling shall be located on any lot nearer than 10 feet to the rear lot line, or nearer to the rear lot line than the rear building restriction line. No dwelling shall be located closer than 15 feet from any existing dwelling. The Architectural Control Committee shall be empowered to issue a variance in regard to the above measurements as it may deem prudent.

17. Lot Area. No dwelling shall be erected or placed on any lot having an area of less than 8,800 square feet.

18. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

19. Recreational and Commercial Vehicles. No travel trailers, motorized homes, commercial vehicles, boats or trailers of any type shall be permitted to be placed on any lot subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a lot, but not placed in the side yard of a corner lot on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair

between the paved road and residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the lots. For purposes of this paragraph, a vehicle which is a 3/4 ton or less truck used as transportation to and from the lot owner's employment shall not be considered a commercial vehicle.

20. Temporary Structures. No structure of a temporary character, trailer, tent, motorized home, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

21. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building plot.

22. Mailboxes. Declarant shall provide locations and construct cluster mailbox receptacles, as approved by the U. S. Postal Service. No individual lot owner shall cause to be constructed any mailbox facility other than those provided by the Declarant.

23. Fences. All fences shall be constructed of natural wood. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear of the house or the side of the house in the case of a corner lot unless approved by the Architectural Control Committee and in no event shall any fence exceed a maximum height of six (6) feet or be lower than a minimum height of five (5) feet unless approved by such committee. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Declarant reserves the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions.

24. Signs. No sign of any kind shall be displayed to the public view on any lot without the prior written approval of the Architectural Control Committee except one sign of not more than two square feet advertising the property for sale, or after one (1) year from the closing date on the Lot, one sign of not more than two (2) square feet advertising the Property for rent, or signs used by a builder to advertise the property during the construction and sales period. The entrance way identification sign shall be exempt from the, provision and shall remain for the enjoyment of the owners of all Lots. The Architectural Control Committee shall have the right to promulgate standards for the quality, size, appearance, location and type of all signs to be displayed to public view.

25. Clotheslines. There shall not be permitted any exterior clotheslines on any lots.

26. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

27. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial use.

28. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick up days.

29. Motorists' Vision to Remain Unobstructed. The Declarant shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of same will, in the sole judgment and opinion of the Declarant, obstruct the vision of the motorist upon any of the streets.

30. Landscaping. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the Architectural Control Committee, EXCEPT those areas where buildings and other improvements shall be located; i.e. homes, patios, driveways, gardens, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. All disturbed areas on any lot must be seeded or covered with sod or mulch and maintained to present a pleasing appearance and to prevent the growth of weeds. It is the responsibility of each lot owner whose lot abuts a lake to maintain the lake bank to the waters' edge. It is the responsibility of each lot owner to maintain the area between the front property line of his lot and the street, as well as the side property line and the street in the case of corner lots.

31. Architectural Control Committee.

a) Membership. The Architectural Control Committee shall be composed of three (3) persons appointed by Declarant. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. So long as Declarant owns at least ten (10) lots in the subdivision, Declarant shall have the right to appoint the members of such committee. At any time after Declarant has sold all lots or has waived, in writing, its right to appoint such committee members, the then record owners of a majority of the lots shall have the power and right through a duly recorded written instrument to elect the members of the committee, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b) Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been

submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

32. Utility Lines. All water, sewer, electrical, telephone, television, gas and other utility lines shall be placed underground. No antennas or satellite dishes of any kind shall be placed outside of any dwelling except with the written consent of the Architectural Control Committee and such committee shall have the right to refuse permission for any or all such antennas or satellite dishes.

33. Air Conditioning Units. No air conditioning units may be installed in any window if such unit shall be visible from any public street.

34. Roadways. No one, other than Declarant, shall use any lot or any portion thereof for roadway purposes and no one, other than Declarant, shall construct a driveway upon any lot except to serve the lot upon which it is constructed. Unless approved in writing by the Architectural Control Committee, only one driveway per lot, said driveway serving the garage on the lot, shall be permitted.

35. Utility Provisions. Mandarin Utilities, Inc. or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from Mandarin Utilities, Inc. or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard and garden of any lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through its sewage lines and through the sewage lines and disposal plant owned or controlled by Mandarin Utilities, Inc. or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. Mandarin Utilities, Inc. has a non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described in this Declaration and the plat of the Property for the purpose of ingress, egress and installation and/or repair of water and sewage facilities.

36. Easements. The Declarant hereby reserves unto itself a perpetual alienable and releasable privilege and right on, and under the ground to construct, maintain and use electric, telephone, wires, cables, conduits, sewer, water mains or pipes, drainage swales or pipes, and other suitable equipment for the conveyance and use of electricity, telephone, water or other public conveniences or utilities on, in or over a 7.5 foot strip at the back and side of each lot. The said Declarant shall have the unrestricted right and power to release said easement.

37. Enforcement. Any person owning any portion of the above described lands may institute proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain any existing or threatened violation or to recover damages.

38. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

39. Indemnification. The owner or owners of all Lots abutting the lakes within the Property shall, by virtue of having acquired said Lots subject to these covenants and restrictions, be deemed to have assumed all of the obligations and responsibilities of Declarant, as set forth in the plat of Foxwood Trails, Unit I, as recorded in Plat Book 41, pages 73 and 73A of the current public records of Duval County, Florida, hereinafter referred to as the "Plat," and have agreed to indemnify Declarant and save Declarant harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury, or property damage, or any other damage arising from or out of any occurrence in, upon or at or from the lakes as shown on the Plat, or any part thereof, or occasioned wholly or in part by any act or omission of owners, owners' agents, contractors, employees, servants, licensees, or concessionaires with the property.

40. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Revived Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declarant reserves and shall have the sole right to: (a) amend these covenants and restrictions so long as the Declarant owns at least ten (10) lots within the subdivision and (b) to release any building plat from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant, in its sole opinion, deems such violations to be insubstantial violations or if Declarant, in its sole opinion, deems such violations necessary for construction and/or sales. Subject to the above rights reserved by the Declarant, this Declaration may be amended by an instrument signed by not less than 66% of the lot owners.

41. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Declarant or any person or persons owning any lot on said land (a) to proceed at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent.

[Remainder of page intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, these covenants and restrictions have been executed on this 26th day of September, 2019, by the ^{vice-}President and Secretary of the Association.

Signed, sealed and delivered in the presence of:

B
Print Name: Terence K. Banning

[Signature]
Print Name: Raymond S. Sullivan

Foxwood Trails Association, Inc.

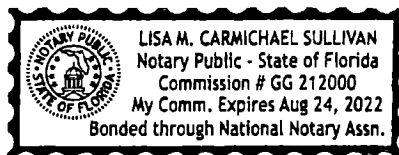
By: [Signature]
Print Name: Kimberly M Scalise
Its President (Vice)

By: [Signature]
Print Name: Wayne Majors
Its Secretary

Address (Principal Place of Business):
6028 Chester Ave, Suite 105
Jacksonville, FL 32217

State of Florida
County of Duval

The foregoing Revived Amended and Restated Declaration of Covenants, Conditions and Restrictions for Foxwood Trails Unit One was acknowledged before me this 26th day of September, 2019, by Kim Scalise, as ^{vice-}President, and Wayne Majors as Secretary of Foxwood Trails Association, Inc., a Florida not for profit corporation, on behalf of the corporation.



[Signature]
Notary Public, State of Florida at Large

My commission expires: 08.24.2022

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of FOXWOOD TRAILS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 9, 1986, as shown by the records of this office.

The document number of this corporation is N14275.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 11th day of April, 1986.



George Firestone
Secretary of State

CR2E022 (10-85)

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SECTION OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
NOT FOR PROFIT
FOXWOOD TRAILS ASSOCIATION, INC.

We, the undersigned natural persons of the age of twenty-one years or more, all of whom are citizens of the State of Florida, acting as incorporators under the laws of the State of Florida, Florida Statutes 617, applicable to corporations not for profit, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation shall be FOXWOOD TRAILS ASSOCIATION, INC.

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

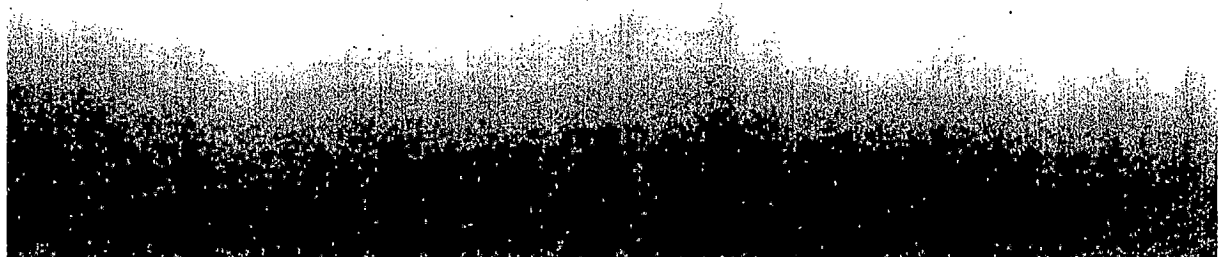
The purpose or purposes of this corporation shall be: To engage in any activity or business permitted under the laws of the United States of America and this State not for pecuniary profit, for a corporation not for profit.

ARTICLE FIVE

The corporation has no members.

ARTICLE SIX

The street address of the initial principal office of the Corporation is 4220 Hood Road, Jacksonville, Florida. The name of the initial Registered Agent is: CLIFFORD B. NEWTON.



ARTICLE SEVEN

This corporation shall never have less than THREE

(3) Directors. The number of Directors constituting the initial Board of Directors of the Corporation is THREE

(3) and the names and addresses of the persons who are to serve as the initial Directors until the first election shall be as follows:

1. BRUCE A. LINGERFELT
2668 Riverport Drive S.
Jacksonville, Florida 32217
2. DON HINSON
11255 Spurline Drive
Jacksonville, Florida 32223
3. NANCY MITCHELL
2646 Riverport Drive W.
Jacksonville, Florida 32217

ARTICLE EIGHT

The name and addresses of the Subscribers of these Articles of Incorporation are listed in Article Seven above.

ARTICLE NINE

The affairs of the corporation are to be managed by the Officers of the Corporation who shall be elected at the first meeting in January of each year.

ARTICLE TEN


The names, addresses and offices of the persons who are to serve as officers of the Corporation until the first election are as follows:

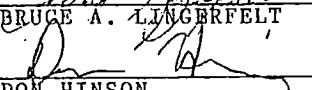
1. BRUCE A. LINGERFELT, President
2668 Riverport Drive S.
Jacksonville, Florida 32217
2. DON HINSON, Vice President
11255 Spurline Drive
Jacksonville, Florida 32223
3. NANCY MITCHELL, Secretary
2646 Riverport Drive W.
Jacksonville, Florida 32217

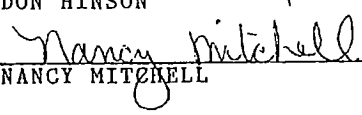
ARTICLE ELEVEN

The power to alter, amend or repeal the By-Laws or Articles of Incorporation or to adopt new By-Laws shall be vested in the Board of Directors. The By-Laws may contain any provisions for the regulation and management of the affairs of a corporation not inconsistent with the law or with the Articles of Incorporation. These articles may be amended by a majority vote of the Board of Directors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19th day of March, 1986



BRUCE A. LINGERFELT



DON HINSON


NANCY MITCHELL

STATE OF FLORIDA
COUNTY OF DUVAL

On this 19th day of March, 1986, before me personally appeared BRUCE A. LINGERFELT, DON HINSON and NANCY MITCHELL, to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation.

Witness my hand and official seal this 19th day of March, 1986.



Notary Public State of Florida
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires July 19, 1986

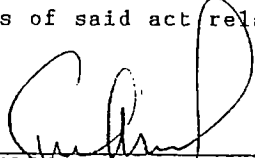
CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN THIS STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED

FILED
1986 APR -9 PM 12:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

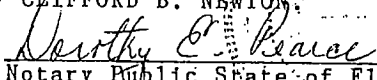
FIRST, that FOXWOOD TRAILS ASSOCIATION, INC. desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation to be City of Jacksonville, County of Duval, State of Florida, has named CLIFFORD B. NEWTON, 10192 San Jose Boulevard, Jacksonville, Florida 32217, as its Agent to accept service of process within this state.

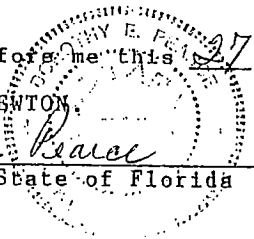
Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office.


CLIFFORD B. NEWTON

STATE OF FLORIDA
COUNTY OF DUVAL

This instrument was acknowledged before me this 27 day of March, 1986, by CLIFFORD B. NEWTON.


Notary Public State of Florida



My commission expires:

My Commission Expires
October 5, 1987

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BYLAWS
OF
FOXWOOD TRAILS HOMEOWNERS ASSOCIATION, INC.
A Florida Corporation Not For Profit

ARTICLE I. NAME AND LOCATION

A. Applicability. These are the Bylaws of FOXWOOD TRAILS ASSOCIATION, Inc. (the "Association"), a Florida corporation not for profit organized pursuant to the provisions of Chapter 617, Florida Statutes. The purpose and object of the Association shall be to administer the operation and management of the Association, to be established in accordance of the Declaration of Covenants, Conditions and Restrictions of Las Casas (the "Declarations") upon certain real property in Duval County, Florida, as set forth in the Declaration ("Property"). The provisions of the Declaration and the Articles of Incorporation ("Articles"). All Members of the Association, as defined in the Articles, and their invitees, including, without limitation, all present or future owners and tenants of Lots in the Property as defined in the Declaration, and other persons using the Lots or any of the facilities thereof in any manner, are subject to these Bylaws, the Articles and the Declaration.

B. Office. The office of the Association shall be at Jacksonville, Florida or at such other place as may be established by resolution of the Board of Directors.

C. Fiscal Year. The fiscal year of the Association shall be the first day of January through the last day of December.

D. Seal. The seal of the Association shall bear the name "Foxwood Trails Homeowners Association, Inc.," the words "Jacksonville, Florida," the words "Corporation Not For Profit," and the year of incorporation.

ARTICLE II. DEFINITIONS

All terms used herein shall have the same meaning and use as set forth in the Declaration.

ARTICLE III. MEMBERSHIP, VOTING, QUORUM, PROXIES

A. Membership. The qualification of Members of the Association (the "Members"), the manner of their admission to the membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles and Section 2.1 of the Declaration, the provisions of which are incorporated herein by reference.

B. Quorum and Approval. A quorum at meeting of Members shall consist of attending Members. Such votes shall be considered present if in person, by proxy, or by written consent. Unless set forth to the contrary "approval of the Members" shall be deemed to be approval by the majority of votes at a meeting of Members at which a quorum, as determined above is present.

C. Proxies and Written Consent. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person, by proxy, or by written consent. All proxies shall be in writing and filed with the Secretary. Each proxy shall be revocable and shall automatically be terminated upon conveyance of the Lot by the Member. Every proxy shall be revocable at any time at the pleasure of the Member executing it. Written consents shall be signed statements by the Member designating its vote on any matter before the Association.

ARTICLE IV. MEMBERS' MEETING

A. Annual Meeting. The first annual meeting of the Members shall be held within one year from the date of February 16th, 1988 and each subsequent regular annual meeting of Members shall be held on the same day of the same month of each year unless changed by the Board. The annual meeting of the Members shall be held at the office of the Association or such other place in Duval County, Florida, and at such time as may be specified in the notice of the meeting, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members.

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PREPARED BY: 6015 MEADOW ST. E #211
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B. Special Meeting. Special meetings of the entire membership of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, or by one fourth (¼) of all votes of the Class A membership.

C. Notice of Meetings.

(1) Generally. Written notice of all meetings of Members shall be given by or at the direction of the Secretary or, in absence of the Secretary, another officer of the Association, to each member, unless waived in writing. Each notice shall be mailed to the Members and shall state the day, date, time, place and purpose for which the meeting is called. Notices shall be given not less than fifteen (15) days in advance of such meeting.

(2) Waiver. Any Member may, in writing, signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at the time of, or after the holding of the meeting, shall constitute notice to such Member.

(3) Adjourned Meetings. If any meeting of Members cannot be held because a quorum is not present, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

D. Quorum. The presence at the meeting of Members entitled to cast or of proxies entitled to cast, 51% of attending Members 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 there at shall have the 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.

E. Proxies. At all meetings of Members, each Member may vote in person or in proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot by the Member. A proxy may be unlimited authorizing the holder to vote as such holder deems fit or limited authorizing specific votes on specific matters.

F. Presiding Officer and Minutes. At meetings of Members, the President shall preside. Minutes shall be kept in a business-like manner and available for inspection by Directors, Members, and their authorized representatives during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

G. Order of Business. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- a) Calling of the roll and certifying of proxies.
- b) Proof of notice of meeting or waiver of notice.
- c) Reading or waiver of reading of minutes of previous meeting of Members.
- d) Reports of officers.
- e) Reports of committees.
- f) Appointment by chairman of inspectors of election.
- g) Election of Directors.
- h) Unfinished business.
- i) New Business.
- j) Adjournment.

ARTICLE V. BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

A. Number. The affairs of this Association shall be managed by a Board who are members of the Association. The initial Board appointed by the Declarant shall be three (3) persons and upon termination or resignation of said Board Members, the number shall be increased to five (5), not to exceed ten (10) Board Members, open to at least two (2) from each phase, not exceeding three (3) from each phase.

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B. Term of Office. At the first annual meeting at which the Members are entitled to elect Directors, the Directors shall be elected for one, two, and three year terms so that the terms shall be staggered. Thereafter, all Directors shall be elected for three (3) year terms.

C. Removal. Directors may be removed from office with or without cause by the majority vote of the Members of the Association.

D. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Directors may be reimbursed for their actual expenses incurred in the performance of his duties.

E. Action Without a Meeting. The Board shall have the right to take any action in the absence of a meeting, which it might take a meeting of the Board provided, that there is written approval of all the Directors, a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association. Any action so approved shall have the same effect as though taken at a meeting of Directors.

ARTICLE VI. NOMINATION AND ELECTION OF DIRECTORS

A. Nomination and Election of Directors. Upon termination of the right of the Developer as Class B Member to appoint the Directors, the Members shall determine the number of Directors and such Directors shall be elected in the following manner:

1) The Board of Directors shall be elected by the Members from among the Membership of the Association at the annual Membership meeting, by affirmative vote of a plurality of the votes cast at such meetings.

2) Nomination for election to the Board 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 the Association. 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. 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 to be filled. Such nominations may be made from among Members only.

B. Election. Election to the Board shall be by secret written ballot. In election of Directors, there shall be appurtenant to each Lot one (1) vote for each Director to be elected. The persons receiving the largest number of votes shall be elected, cumulative voting is not permitted. Vacancies on the Board may be filled, through the unexpired term thereof, by the remaining Directors.

ARTICLE VII. MEETING OF DIRECTORS

A. Organizational Board Meeting. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of its election or designation, at such time and place as shall be fixed at the meeting at which the Board was elected, and no further notice of the organizational meeting shall be necessary, provided that a quorum of Directors shall be present.

B. Regular Board Meeting. Regular meetings of the Board may be held at such times and places as shall be determined from time to time by a majority of the Directors. Provided that the meetings are held on the regularly established day and time no further notices is required.

C. Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written or verbal request of the majority of the Directors. Except in any emergency, not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone, or telegram, which notice shall state the time, place, and purpose of the meeting.

D. Quorum and Approval. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The Acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the Acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these Bylaws or the Declaration.

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If any meeting of the Board cannot be held because a quorum is not present or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever, the latter percentage of attendance may be required as set forth in the Articles, these Bylaws, or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting, as originally called may be transacted at the adjourned meeting without further notice.

E. Board Minutes. Minutes of all meetings of the Board shall be kept in a business-like manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

F. Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

G. Presiding Officer. The presiding officer of meetings of the Board shall be the President of the Association. In the absence of the President, the Directors present shall designate one of their number to preside.

ARTICLE VIII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. General. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these Bylaws, and the Declaration, except to the extent such powers are specifically reserved to the Membership. Such powers and duties shall be exercised in accordance with the Articles, these Bylaws, and the Declaration.

B. Powers. The Board shall be deemed to have the following powers:

1) Adopt, publish, and amend rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests provided that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of the Common Areas under the terms of the Articles and Declarations and to establish penalties for the infraction thereof.

2) Contract for the management and maintenance of the Common Areas and Community and authorize a management agent to assist the Association in carrying out its powers and duties, including but not limited to the performance of such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replace as provided herein, with funds as shall be made available by the Association for such purposes. Any such contract shall be terminable for cause upon the giving of thirty days (30) prior written notice, and shall be for a term of from one (1) to three (3) years. Any such contract shall be renewable by the consent of the Association and the management agent. If such contract is negotiated by the Developer, the term of such contract shall not exceed one (1) year. The Association and its officers shall however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

3) Suspend the voting rights and right to use of the Common Areas of a Member during any period in which such members shall be in default in the payment of any assessment levied by the Association. 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; provided, however, at no time may a Member be denied access to his or hers Lot.

4) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors, without cause.

C. Duties. The Board shall be deemed to have the following duties:

1) Make, levy, and collect assessments, including, without limitation, assessments for reserves and for betterments to Common Areas against Members and their Lots to defray the costs of the operation and maintenance of the Community and use the proceeds of assessments in the exercise of the powers and duties of the Association. In such regard the Board shall fix the amount of the annual against

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each Lot at least thirty (30) days in advance of each annual assessment period, send written notice of each assessment to every Member subject thereto at least thirty (30) days in advance of each annual assessment period and issue a cause to be issued, upon request, a certificate seeing forth whether or not any assessments have been paid as found in the Covenance and Declarations.

- 2) Foreclose the lien on any Lot for which assessments are not paid as required or bring an at law against the Member personally liable.
- 3) Maintain, repair, replace, operate, and manage the Common Areas wherever the same is deemed to be prudent for the benefit of Members; provided however, in the event of destruction or damage to the improvements to the Common Areas, including landscaping, which are not covered by warranty or insurance, the Board may elect in its sole discretion not to reconstruct or replant such improvements as it may deem necessary and convenient.
- 4) Repair and reconstruct improvements in the Common Areas, if any, after casualty.
- 5) Pay all taxes and assessments which are liens against any part of the Community other than Lots and appurtenances thereto, and assess the same against the Members and their respective Lots subject to such liens.
- 6) Procure and maintain adequate Liability Director Insurance.
- 7) Pay all costs of power, water, sewer, and other utility services rendered to the Association and not billed to the owners of the separate Lots.
- 8) Supervise all officers, agents, and employees of the Association.
- 9) Cause to be kept a complete record of all the Association's acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting.
- 10) Cause all officers and employees having fiscal responsibilities to be bonded as it may be deemed appropriate.

ARTICLE IX. OFFICERS AND THEIR DUTIES

A. Enumeration of Offices. The Officers of this Association 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.

B. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of Members.

C. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

D. Special Appointments. The Board may elect such other officers as the affairs of the Association 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.

E. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignations shall take effect on the date of receipt of such notice or at any latter time specified therein and unless otherwise specified therein, the acceptance of such resignation shall be necessary to make it effective.

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

G. 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.

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H. Duties. The duties of the officers are as follows:

- 1) President. The President shall be the chief executive officer of the Association and shall preside at all of the meetings of the Board and shall see that orders and resolutions of the Board are carried out. He shall have all the powers and duties which are usually invested in the office of the President of a corporation not for profit, including not limited to the power to sign all leases mortgages, deeds, and other written instruments, co-sign all checks and promissory notes, appoint committees from among the Members from time to time, including without limitation, an Architectural Control Committee if architectural review is not performed by the Board, as he/she may in his/hers discretion determine appropriate, to assist in the conduct of the affairs of the Association. He/She shall have such additional powers as the Board may designate.
- 2) Vice-President. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He/She shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.
- 3) Secretary. The Secretary shall record the votes and keep the minutes of all proceedings of the Board and the Members, attend to the affairs of the Association, record the votes, keep corporate seal, serve notice of meetings, keep all corporate minutes, and shall have such additional powers as the Board may designate.
- 4) Treasurer. The Treasurer shall receive and deposit in appropriate banking accounts all monies of the Association and shall disburse such funds as directed by resolution of Board of Directors and in accordance with the budget determined annually, shall keep proper books of accounts, cause an annual audit to be made if called for, shall cause a statement of income and expenditures and make a copy available for inspection to the Membership at its regular annual meeting.

I. Compensation. No compensation shall be paid to any officer of the Association except with the approval of the Members. No officer who is appointed by the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any Director or officer as an employee of the Association at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a Director or officer or with any corporation in which a Director or officer of the Association may be a stockholder, officer, Director, or employee, for the management of the Community for such compensation as shall be mutually agreed between the Board and such officer, Director or corporation, for the purpose of making available to the corporation or any of these Bylaws. It is expressly contemplated that the first Board of Directors may enter into such contracts with such persons who initial officers or Directors of the Association, or with corporations having officers, Directors, or employees who are also Members of the first Board of Directors of the Association.

ARTICLE X. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

A. Books and Accounts. Books and the accounts of the Association shall be kept under the direction of the Treasurer and in accordance standard accounting procedures. Written summaries shall be supplied at least annually to the Members. Such record shall include, but not be limited to:

- 1) A record of all receipts and expenditures.
- 2) An account for each Lot which shall designate the name and address of the Member, the account of each assessment, dates and amounts in which the assessments come due, and the amounts paid upon the account and the balance due.

B. Inspection of Books. Financial reports and the Membership records shall be maintained in the office of the Association and shall be available to the Board of Directors for inspection during normal business hours. The Association shall issue an annual financial report to Members.

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C. Annual Budget. The Board shall adopt, for, and in advance of, each fiscal year, a budget showing the estimated cost of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Association expenses, which shall include without limitation, the costs of operating and maintaining the Common Areas, taxes on Association property, if any, wages and salaries of the Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Lots, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the Members and due date(s) and amounts of installments thereof. Nothing herein contained shall be considered as a limitation upon the levying of an additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay the costs and expenses of operation and management or in the event of emergencies.

D. Notice of Adopted Budgets. Upon adoption of a budget, the Board shall cause written copies thereof to be delivered to all Members. Assessments shall be made against Members pursuant to procedures established by the Board, and in accordance with terms of the Declaration and Articles, provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

E. Assessments. Unless otherwise determined by the Board of Directors, assessments shall be payable annually on the first day of February. If in annual assessment is not adopted as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made, shall be payable upon receipt of statements provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergencies.

F. The Depository. The depository of the Association shall be such bank or banks or savings and loan association or associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized by the Directors, provided that any management agreement may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

G. Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors.

H. Fidelity Bonds. Upon termination of the Class B Membership, the Board shall obtain a bond so that all officers, Directors, employees, agents, and contractors of the Association and their employees and agents, who are responsible for or who handle Association funds shall be bonded in an amount as determined by the Board in its best business judgement. The premiums of said bonds shall be paid by the Association.

ARTICLE XI. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, Articles of Incorporation, or these Bylaws.

ARTICLE XII. AMENDMENTS TO BYLAWS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

A. Proposal. Amendments to these Bylaws may be proposed by the Board, acting upon a vote of a majority of the Members or by a majority of the Members or by a majority of the Board.

B. Notice. Upon any amendment or amendments to these Bylaws proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President. Provided amendments to the Bylaws may be considered and voted upon at annual meetings of the Members.

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C. Content of Amendment. No Bylaws can be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation may be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw. . . for present text." Nonmaterial errors or omissions in the Bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

D. Voting. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the votes given by person, proxy, or written consent or a combination thereof. Thereupon, such amend-mentor amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be placed in the minute book of the Association and delivered by mail to each Member.

E. Proviso. Provided, however, that no amendment shall discriminate against any Member or Class or group of Members unless provided in the original documents or the Members so affected shall consent. No amendment shall be made that is in conflict with the Declaration, or Articles of Incorporation.

F. Conflict. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall prevail. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall prevail.

ARTICLE XIII. BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and these Bylaws of the Association shall be available for inspection by any Member at the principle office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XIV. COMMITTEES

The Association 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 their other Committees as deemed appropriate in carrying out its purpose.

The foregoing were adopted as the Bylaws of the FOXWOOD TRAILS HOMEOWNERS ASSOCIATION, INCORPORATED, a corporation not for profit under the Laws of the State of Florida, at the meet of the Board of Directors on the day of:

October 17th, 1988

Eugene F. DeWitt
Secretary

APPROVED BY:

Bruce L. Clark
President

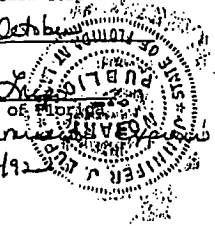
STATE OF FLORIDA
COUNTY OF DUVAL

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Before me personally appeared Brain Clark, President of the Foxwood Trails Homeowners Association, Inc., a Florida not-for-profit corporation, to me well known to be the individual and officer described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be his own free act and deed as such officer thereunto duly authorized; and the said conveyance is the act and deed of said corporation.

WITNESS my hand and official seal this 31st day of October 1988, at Jacksonville, County and State aforesaid.

Henry W. Good
Notary Public State of Florida
at Large My Commission Expires
5/22/92



S8-127386
88 DEC 5 P 3: 56
HENRY W. GOOD

Affected Parcels

| Real Estate Number | Owner(s) | Street Number | Street | Street Type | Street Direction | City | Zip Code | Lot | Subdivision* |
|--------------------|---|---------------|--------------|-------------|------------------|--------------|----------|-----|------------------------|
| 155642-6802 | GAY LOREN D AND BELINDA | 5245 | HOOF PRINT | DR | N | Jacksonville | 32257 | 1 | FOXWOOD TRAILS UNIT 01 |
| 155642-6804 | HALL CURTIS S JR AND REBECCA J | 5253 | HOOF PRINT | DR | N | Jacksonville | 32257 | 2 | FOXWOOD TRAILS UNIT 01 |
| 155642-6806 | PHILLIPPI LEE A AND LINDA H L | 5261 | HOOF PRINT | DR | N | Jacksonville | 32257 | 3 | FOXWOOD TRAILS UNIT 01 |
| 155642-6808 | DAMBROSIO DEBORAH J | 5269 | HOOF PRINT | DR | N | Jacksonville | 32257 | 4 | FOXWOOD TRAILS UNIT 01 |
| 155642-6810 | DOWLING TINA L | 5277 | HOOF PRINT | DR | N | Jacksonville | 32257 | 5 | FOXWOOD TRAILS UNIT 01 |
| 155642-6812 | | | | | | Jacksonville | 32257 | 6 | FOXWOOD TRAILS UNIT 01 |
| 155642-6814 | RHOME JEFFREY L AND JANE A | 5317 | MORGAN HORSE | DR | N | Jacksonville | 32257 | 7 | FOXWOOD TRAILS UNIT 01 |
| 155642-6816 | LEWIS MAXINE L | 5312 | MORGAN HORSE | DR | N | Jacksonville | 32257 | 8 | FOXWOOD TRAILS UNIT 01 |
| 155642-6818 | SURIANO DONALD J AND LINDA F | 10847 | HOOF PRINT | DR | E | Jacksonville | 32257 | 9 | FOXWOOD TRAILS UNIT 01 |
| 155642-6820 | FAJARDO ESPERIDION V AND BUHAY P | 10859 | HOOF PRINT | DR | E | Jacksonville | 32257 | 10 | FOXWOOD TRAILS UNIT 01 |
| 155642-6822 | SUSAN MARIE FIZER AS TRUSTEE OF FIZER REVOCABLE LIVING TRUST DATED NOVEMBER 1, 2017 | 5313 | BUGGY WHIP | DR | N | Jacksonville | 32257 | 11 | FOXWOOD TRAILS UNIT 01 |
| 155642-6824 | GANDELL ALLEN AND ESTER | 5310 | BUGGY WHIP | DR | N | Jacksonville | 32257 | 12 | FOXWOOD TRAILS UNIT 01 |
| 155642-6826 | SANDERS ANNETTE O | 5282 | BUGGY WHIP | DR | N | Jacksonville | 32257 | 13 | FOXWOOD TRAILS UNIT 01 |
| 155642-6828 | LA VALLEY ANDREW M | 5274 | BUGGY WHIP | DR | N | Jacksonville | 32257 | 14 | FOXWOOD TRAILS UNIT 01 |
| 155642-6830 | RODGERS BRIAN P AND LOLITA D | 10903 | BUGGY WHIP | DR | | Jacksonville | 32257 | 15 | FOXWOOD TRAILS UNIT 01 |
| 155642-6832 | JACOBS JIMMIE R JR LIFE ESTATE; JACOBS MATTHEW T/C; JACOBS KRISTEN M T/C | 10907 | BUGGY WHIP | DR | | Jacksonville | 32257 | 16 | FOXWOOD TRAILS UNIT 01 |
| 155642-6834 | MIMS ROBERT E AND FRANCES | 10911 | BUGGY WHIP | DR | | Jacksonville | 32257 | 17 | FOXWOOD TRAILS UNIT 01 |
| 155642-6836 | CLARK BARBARA | 10917 | BUGGY WHIP | DR | | Jacksonville | 32257 | 18 | FOXWOOD TRAILS UNIT 01 |
| 155642-6838 | CULLEN TIMOTHY JOSEPH | 10923 | BUGGY WHIP | DR | | Jacksonville | 32257 | 19 | FOXWOOD TRAILS UNIT 01 |
| 155642-6840 | PRINE LESLIE LYNN | 10929 | BUGGY WHIP | DR | | Jacksonville | 32257 | 20 | FOXWOOD TRAILS UNIT 01 |
| 155642-6842 | FRONCZAK MICHELLE BENNETT | 10941 | HORSE TRACK | DR | E | Jacksonville | 32257 | 21 | FOXWOOD TRAILS UNIT 01 |
| 155642-6844 | YAMASA CO. LTD. | 10920 | BUGGY WHIP | DR | | Jacksonville | 32257 | 22 | FOXWOOD TRAILS UNIT 01 |
| 155642-6846 | CLARK ENGLISH | 10914 | BUGGY WHIP | DR | | Jacksonville | 32257 | 23 | FOXWOOD TRAILS UNIT 01 |

Affected Parcels

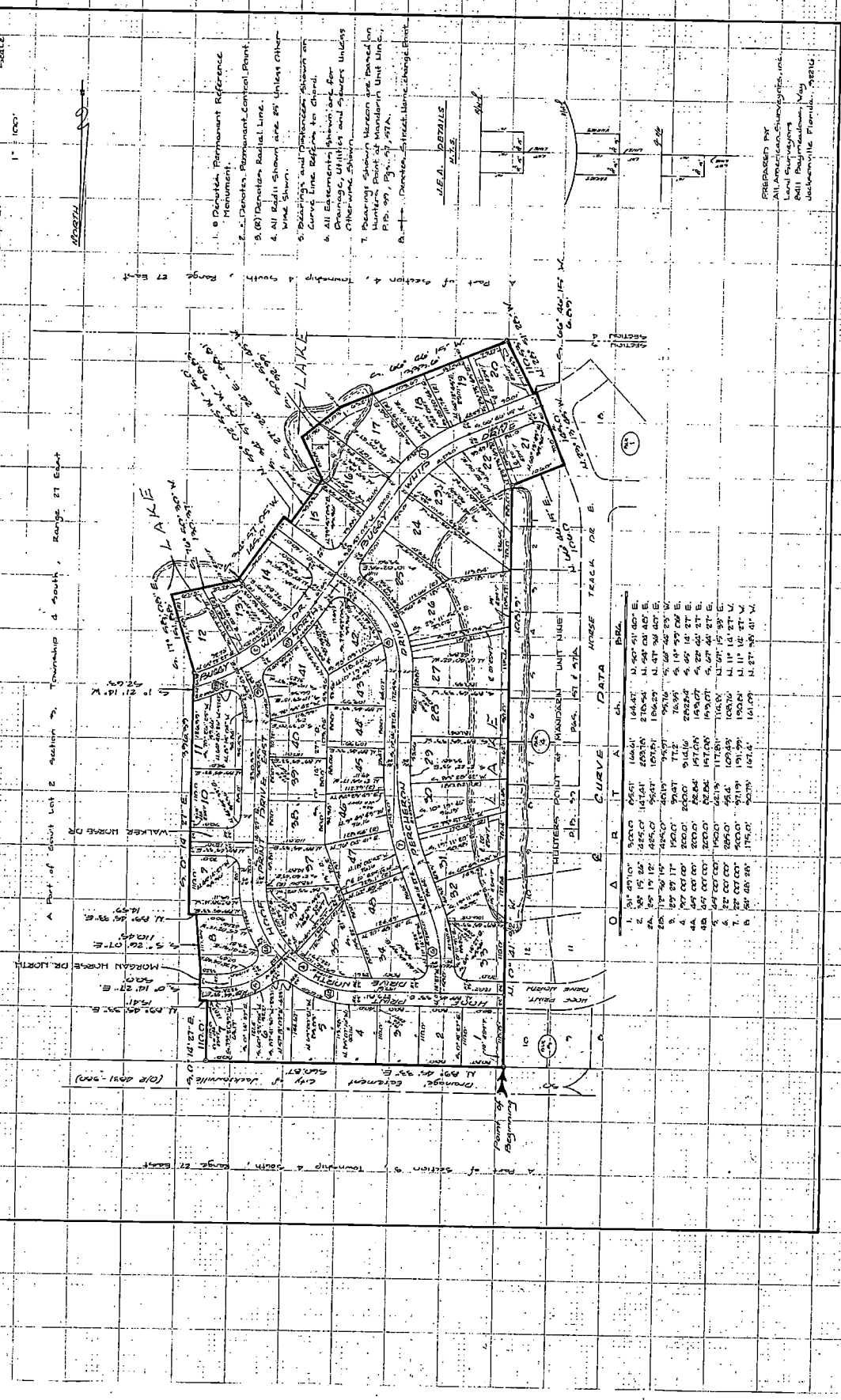
| Real Estate Number | Owner(s) | Street Number | Street | Street Type | Street Direction | City | Zip Code | Lot | Subdivision* |
|--------------------|--|---------------|------------|-------------|------------------|--------------|----------|-----|------------------------|
| 155642-6848 | QUIGLEY FREDERIK P | 10908 | BUGGY WHIP | DR | | Jacksonville | 32257 | 24 | FOXWOOD TRAILS UNIT 01 |
| 155642-6850 | MAYO VIRGINIA H | 10900 | BUGGY WHIP | DR | | Jacksonville | 32257 | 25 | FOXWOOD TRAILS UNIT 01 |
| 155642-6852 | NGUYEN SY V AND LIEU MAI THI | 10918 | PERCHERON | DR | | Jacksonville | 32257 | 26 | FOXWOOD TRAILS UNIT 01 |
| 155642-6854 | AGUILAR JOSE AND REBECCA | 10910 | PERCHERON | DR | | Jacksonville | 32257 | 27 | FOXWOOD TRAILS UNIT 01 |
| 155642-6856 | ZEIGLER MICHAEL D | 10872 | PERCHERON | DR | | Jacksonville | 32257 | 28 | FOXWOOD TRAILS UNIT 01 |
| 155642-6858 | RILEY PHYLLIS M | 10864 | PERCHERON | DR | | Jacksonville | 32257 | 29 | FOXWOOD TRAILS UNIT 01 |
| 155642-6860 | CRIBB ROBERT J AND NETTIE L | 10856 | PERCHERON | DR | | Jacksonville | 32257 | 30 | FOXWOOD TRAILS UNIT 01 |
| 155642-6862 | BENNICK STEVEN P AND LESA A | 10848 | PERCHERON | DR | | Jacksonville | 32257 | 31 | FOXWOOD TRAILS UNIT 01 |
| 155642-6864 | ROPER EMILY R | 10840 | PERCHERON | DR | | Jacksonville | 32257 | 32 | FOXWOOD TRAILS UNIT 01 |
| 155642-6866 | OLSON WARD CYNTHIA M | 10832 | PERCHERON | DR | | Jacksonville | 32257 | 33 | FOXWOOD TRAILS UNIT 01 |
| 155642-6868 | GIERA CHARLES J AND MARY V | 10835 | PERCHERON | DR | | Jacksonville | 32257 | 34 | FOXWOOD TRAILS UNIT 01 |
| 155642-6870 | SAUNDERS RUTH A | 5272 | HOOF PRINT | DR | N | Jacksonville | 32257 | 35 | FOXWOOD TRAILS UNIT 01 |
| 155642-6872 | DEAVER ROBERT FRANKLIN II AND JANICE LOCKLEAR | 10838 | HOOF PRINT | DR | E | Jacksonville | 32257 | 36 | FOXWOOD TRAILS UNIT 01 |
| 155642-6874 | PRICE GREGORY A; PRICE FRANCES W | 10844 | HOOF PRINT | DR | E | Jacksonville | 32257 | 37 | FOXWOOD TRAILS UNIT 01 |
| 155642-6876 | HAYES TERRY A | 10850 | HOOF PRINT | DR | E | Jacksonville | 32257 | 38 | FOXWOOD TRAILS UNIT 01 |
| 155642-6878 | BATES SHEILA BATES, TRUSTEE OF THE SHEILA GAY BATES TRUST DATED MAY 31, 2018 | 10856 | HOOF PRINT | DR | E | Jacksonville | 32257 | 39 | FOXWOOD TRAILS UNIT 01 |
| 155642-6880 | HURLEY JOHN T AND NATALIE | 10862 | HOOF PRINT | DR | E | Jacksonville | 32257 | 40 | FOXWOOD TRAILS UNIT 01 |
| 155642-6882 | DAVIS LEIGH H AND JENNIFER | 10870 | HOOF PRINT | DR | E | Jacksonville | 32257 | 41 | FOXWOOD TRAILS UNIT 01 |
| 155642-6884 | WHITNEY C GREEN AND NANCY N. GREEN, AS TRUSTEES OF THE WHITNEY & NANCY GREEN TRUST, a revocable living Trust created by WHITNEY C. GREEN AND NANCY N. GREEN U/A DATED MAY 21, 2012 | 10923 | PERCHERON | DR | | Jacksonville | 32257 | 42 | FOXWOOD TRAILS UNIT 01 |
| 155642-6886 | HORTON JERRY WAITE AND JUDITH A | 10913 | PERCHERON | DR | | Jacksonville | 32257 | 43 | FOXWOOD TRAILS UNIT 01 |
| 155642-6888 | TURN ANDREW AND JENNIFER | 10875 | PERCHERON | DR | | Jacksonville | 32257 | 44 | FOXWOOD TRAILS UNIT 01 |
| 155642-6890 | POULIOT SHARON F | 10867 | PERCHERON | DR | | Jacksonville | 32257 | 45 | FOXWOOD TRAILS UNIT 01 |
| 155642-6892 | NARANJO HUGO R AND NARANJO MARCO ANTONIO | 10859 | PERCHERON | DR | | Jacksonville | 32257 | 46 | FOXWOOD TRAILS UNIT 01 |
| 155642-6894 | GIDDENS MICHAEL B AND JESSICA L | 10851 | PERCHERON | DR | | Jacksonville | 32257 | 47 | FOXWOOD TRAILS UNIT 01 |
| 155642-6896 | CONTESTABLE MICHELLE | 10843 | PERCHERON | DR | | Jacksonville | 32257 | 48 | FOXWOOD TRAILS UNIT 01 |

* FOXWOOD TRAILS UNIT 01, AS RECORDED IN PLAT BOOK 41, PAGES 73, 73A, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA

PLAT BOOK 41 PAGE 73A

FOXWOOD TRAILS UNIT ONE

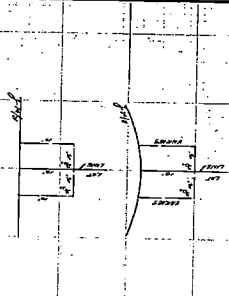
A PORTION OF GOVERNMENT LOT 8, SECTIONS 28, TOWNSHIP 4 SOUTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUAL COUNTY, FLORIDA.



GRAPHIC SCALE
1" = 100'

1. Depicta Permanent Reference Monument.
2. Depicta Permanent Control Point.
3. (R) Depicta Radial Line.
4. All Radii Shown are 25' Unless Other Wtd Shown.
5. Bearings and Distances Shown on Curve Line Refer to Chord.
6. All Elements Shown are for Drainage, Utilities and Sewer Units. Otherwise Shown.
7. Bearings Shown herein are based on Hunter Point of Meridian Unit U.S.P.S. 99, Pg. 27A.
8. Depicta Street Name Change Sheet.

SEE DETAILS
PAGE 27



| DATA | TEASER | DE | BE | PIZA |
|-----------------|--------|-------|-------|--------|
| 1. 31' 49" 00" | 33000 | 5551 | 16431 | 16431 |
| 2. 30' 15' 00" | 33500 | 16124 | 25338 | 27054 |
| 3. 28' 00' 00" | 34000 | 7507 | 10751 | 15627 |
| 4. 27' 00' 00" | 34500 | 9037 | 712 | 9516 |
| 5. 26' 00' 00" | 35000 | 2000 | 9116 | 20264 |
| 6. 25' 00' 00" | 35500 | 2284 | 15704 | 44016 |
| 7. 24' 00' 00" | 36000 | 2578 | 17292 | 78268 |
| 8. 23' 00' 00" | 36500 | 2872 | 18880 | 113020 |
| 9. 22' 00' 00" | 37000 | 3166 | 20468 | 148272 |
| 10. 21' 00' 00" | 37500 | 3460 | 22056 | 183524 |
| 11. 20' 00' 00" | 38000 | 3754 | 23644 | 218776 |
| 12. 19' 00' 00" | 38500 | 4048 | 25232 | 254028 |
| 13. 18' 00' 00" | 39000 | 4342 | 26820 | 289280 |
| 14. 17' 00' 00" | 39500 | 4636 | 28408 | 324532 |
| 15. 16' 00' 00" | 40000 | 4930 | 30000 | 359784 |
| 16. 15' 00' 00" | 40500 | 5224 | 31588 | 395036 |
| 17. 14' 00' 00" | 41000 | 5518 | 33176 | 430288 |
| 18. 13' 00' 00" | 41500 | 5812 | 34764 | 465540 |
| 19. 12' 00' 00" | 42000 | 6106 | 36352 | 500792 |
| 20. 11' 00' 00" | 42500 | 6400 | 37940 | 536044 |
| 21. 10' 00' 00" | 43000 | 6694 | 39528 | 571296 |
| 22. 9' 00' 00" | 43500 | 6988 | 41116 | 606548 |
| 23. 8' 00' 00" | 44000 | 7282 | 42704 | 641800 |
| 24. 7' 00' 00" | 44500 | 7576 | 44292 | 677052 |
| 25. 6' 00' 00" | 45000 | 7870 | 45880 | 712304 |
| 26. 5' 00' 00" | 45500 | 8164 | 47468 | 747556 |
| 27. 4' 00' 00" | 46000 | 8458 | 49056 | 782808 |
| 28. 3' 00' 00" | 46500 | 8752 | 50644 | 818060 |
| 29. 2' 00' 00" | 47000 | 9046 | 52232 | 853312 |
| 30. 1' 00' 00" | 47500 | 9340 | 53820 | 888564 |

Prepared by
All Florida Surveyors, Inc.
Land Surveyors
801 Baymeadows Way
Jacksonville, Florida 32210

P. S. 2 8473

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

September 3, 2019

Alexandra M. Amador, Esq.
McCabe Law Group
111 Solana Road, Suite B
Ponte Vedra Beach, Florida 32082

**Re: Foxwood Trails Association, Inc. - Unit I; Approval;
Determination Number: 19167**

Dear Ms. Amador:

The Department of Economic Opportunity has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Proposed Revived Declaration) and other governing documents for the Foxwood Trails Association, Inc. - Unit I (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ss

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Alexandra M. Amador, Esq.
September 3, 2019
Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.