

AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, AND  
RESTRICTIONS  
OF FOXWOOD TRAILS ASSOCIATION, INC.

Community Real Estate Entity, Digital Governance System, and Declaration  
Renewal

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PREAMBLE AND AUTHORITY

This Amendment to the Declaration of Covenants, Conditions, and Restrictions (the “Declaration”) of Foxwood Trails Association, Inc. (the “Association”), located in Duval County, Florida, is adopted pursuant to Article IV, Section 40 of the Declaration, as amended and recorded under:

Instrument No. 2019227398, Book 18952, Page 2438 (Unit One)

Instrument No. 2019227356, Book 18952, Page 2274 (Unit Two)

Instrument No. 2019227666, Book 18953, Page 1042 (Units Three, Four, and Five)

Public Records of Duval County, Florida, and Florida Statute §720.306, upon execution and written agreement by not less than sixty-six and one-half percent (66.5%) of the owners of Lots.

This Amendment may be executed by the required percentage of Lot Owners through separate signature pages, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

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NOTICE OF SUBSTANTIAL REWORDING

NOTICE:

This Amendment constitutes a substantial rewording of the Declaration.

This Amendment:

- (i) amends Article IV, Section 40 to renew and extend the duration of the Declaration; and
  - (ii) establishes Article V creating a community real estate entity, a transfer-based contribution, a digital governance platform, and long-term contractual protections associated therewith.
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ARTICLE IV – DURATION AND RENEWAL

Section 40 (As Amended)

Notwithstanding anything contained in Article IV, Section 40 of the Declaration to the contrary, the Declaration of Covenants, Conditions, and Restrictions of Foxwood Trails Association, Inc., as amended and recorded under:

Instrument No. 2019227398, Book 18952, Page 2438 (Unit One)

Instrument No. 2019227356, Book 18952, Page 2274 (Unit Two)

Instrument No. 2019227666, Book 18953, Page 1042 (Units Three, Four, and Five)

and as further amended herein, is hereby renewed and extended for a new term of thirty (30) years, commencing on the date this Amendment is recorded in the Public Records of Duval County, Florida.

Upon expiration of said thirty (30) year term, the Declaration shall automatically renew for successive ten (10) year periods, unless terminated or amended in accordance with the Declaration and applicable law.

All other provisions of Article IV, Section 40 not inconsistent herewith shall remain in full force and effect.

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ARTICLE V – COMMUNITY REAL ESTATE  
ENTITY AND DIGITAL GOVERNANCE  
SYSTEM

Section 5.1 Establishment of Community Real Estate Entity

The Association shall cause the formation of:

Foxwood Trails Real Estate, LLC (the “LLC”)

The LLC shall exist for the purpose of receiving, managing, and distributing revenue derived from real estate transactions involving Lots within Foxwood Trails.

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Section 5.2 Ownership and Management Structure

(a) Managing Member

The HOA Collective, LLC shall serve as Managing Member and General Partner.

(b) Membership Interests

The LLC shall be owned as follows:

Seventy-five percent (75%) — The HOA Collective, LLC

Twenty-five percent (25%) — Association and Lot Owners collectively:

12.5% held by the Association  
12.5% held collectively by Lot Owners

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### Section 5.3 Exclusive Brokerage Services Agreement

The LLC shall not directly operate a real estate brokerage.

The LLC shall enter into a long-term, exclusive brokerage services agreement with:

The HOA Collective, LLC, or its assigns  
for brokerage operations, compliance, marketing, and transaction services.

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### Section 5.4 Community Real Estate Transfer Contribution (Separate from Article IV Assessments)

#### (a) Creation

There is hereby created a:

“Community Real Estate Transfer Contribution”

This Contribution is independent of and in addition to all Regular, Special, or Specific Assessments under the Declaration and shall not be deemed an assessment, fine, penalty, or common expense.

#### (b) Amount

Six and one-half percent (6.5%) of the gross sales price

#### (c) Trigger

Applies only upon the sale or transfer of a Lot.

#### (d) Collection

Disclosed on the Association's estoppel certificate

Collected at closing

Paid from seller proceeds

#### (e) Payment Flow

The Contribution shall be paid directly to:

Foxwood Trails Real Estate, LLC

The LLC shall:

Compensate The HOA Collective pursuant to the Services Agreement

Distribute remaining proceeds in accordance with this Article

(f) Character

The Contribution constitutes a contractual transfer obligation and is not an assessment for common expenses.

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Section 5.5 Listing Agreements

All brokerage listing agreements for Lots within Foxwood Trails may reflect:

Zero-dollar (\$0) commission

as compensation is satisfied through the Contribution.

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Section 5.6 Buyer Broker Compensation and Allocation of Proceeds

(a) Authority

The HOA Collective, LLC shall have full authority to determine, structure, and negotiate any compensation offered to cooperating brokers, including buyer brokers.

(b) No Minimum Requirement

Nothing herein shall require payment of any fixed or minimum cooperating broker compensation.

(c) Retained Proceeds

Any portion of the Contribution not paid to a cooperating broker shall be retained by:

Foxwood Trails Real Estate, LLC

(d) Distribution

All such proceeds shall be distributed:

Seventy-five percent (75%) to The HOA Collective, LLC

Twenty-five percent (25%) to the Association and Lot Owners collectively

(e) Intent

This Section is intended to preserve flexibility and retain economic value within the community structure.

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Section 5.7 Community Digital Platform

(a) Platform

A private, owner-restricted digital platform is established and made accessible through:

MyHOAClub.com, or successor platform

(b) Operator

The platform shall be owned and operated by:

Parcel Systems, LLC, or its assigns

(c) Access

Restricted to verified Lot Owners.

(d) Functions

May include:

Communication

Voting interface

Community interaction

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Section 5.8 Participation, Distributions, and Governance

(a) Required Registration

Lot Owners shall register and maintain access to the Community Platform.

(b) Official Communication

The platform may serve as an official communication channel.

(c) Distribution Eligibility

All distributions, credits, or financial benefits:

Shall be administered through the Community Platform

Require active registration for access

Failure to maintain access may result in:

Delay of distributions

Holding of funds

Application of funds in accordance with governing documents

(d) Governance Participation

Participation in platform-based voting, proposals, and engagement requires active access.

This does not eliminate statutory voting rights but establishes the platform as the primary interface.

(e) Administrative Cost Recovery

Reasonable administrative fees may be assessed for alternate handling.

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Section 5.9 Authority to Implement

The Association, The HOA Collective, LLC, and Parcel Systems, LLC are authorized to implement all necessary procedures to carry out this Article.

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Section 5.10 Stability of Structure

The structure established herein is a material inducement.

For a period of thirty (30) years, no modification shall occur unless:

1. Executed by not less than 66.5% of Lot Owners; and
2. Approved in writing by The HOA Collective, LLC, with such approval recorded

Otherwise:

Null and void

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Section 5.11 Severability

Invalid provisions shall not affect the remainder.

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Section 5.12 Ratification and Effectiveness

All provisions not modified remain in effect.

This Amendment:

Runs with the land  
Binds all present and future owners  
Becomes effective upon recording

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EXECUTION

This Amendment is executed by Foxwood Trails Association, Inc., and shall become effective upon execution and written agreement by not less than sixty-six and one-half percent (66.5%) of the Lot Owners, as evidenced by the attached signature pages.

This Amendment may be executed in counterparts and separate signature pages, all of which together shall constitute one instrument.

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**OWNER EXECUTION OF AMENDMENT**

(Written Agreement – No Meeting)

The undersigned is the record owner of the Lot identified below within Foxwood Trails, Duval County, Florida, and hereby executes and agrees to this Amendment to the Declaration of Covenants, Conditions, and Restrictions as a written agreement pursuant to Florida law.

The undersigned acknowledges that:

They have received and reviewed the Amendment in its entirety;

They understand its effect, including the establishment of a Community Real Estate Transfer Contribution, a community real estate entity, and a digital governance platform; and

They agree that this execution shall be effective only upon execution by not less than sixty-six and one-half percent (66.5%) of all Lot Owners, at which time the Amendment shall be recorded.

Upon recording, this Amendment shall run with the land and shall bind this Lot and all future owners thereof.

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Lot / Parcel ID: \_\_\_\_\_

Property Address: \_\_\_\_\_

**OWNER INFORMATION & SIGNATURE**

Owner Name(s) (as shown on title): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_