

AMENDMENTS TO FOXCHASE UNITS FOUR AND FIVE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Proposed November 23, 2020 - Passed by Majority Vote 12/15/2020

ARTICLE II, Section 4
Election of Board

An annual election of Board Officers will be held at the 4th Quarter HOA meeting. Any Owner in good standing is eligible to serve on the Board. An Owner in good standing is one without any outstanding dues or liens. Nominations may be received anytime after the 3rd Quarter meeting and all nominations must be received no later than September 30th. The names will be placed on a ballot and sent to each Owner. Owners may vote by proxy and all proxy votes must be received by the Board up to and including the day of the meeting, but before the scheduled start of the meeting. The transition to the new Board will take place at the end of the 4th quarter and the new Board will actively take over duties on January 1st of the next calendar year.

ARTICLE II, Section 5
Meetings

The Board shall meet quarterly throughout the calendar year to discuss any Association business. All Owners are invited to attend these meetings. These meetings will be held at a location to be disclosed to each Owner with notification by email about 7 days prior to meeting, but not more than 30 days prior to the meeting. A temporary sign clearly and conspicuously posted in the neighborhood for all Owners to see with the date, time, and location will be put out, and the same information will be posted on the Association website www.foxchasehoa.com, and a notice may be delivered either by hand or via USPS to each Owner Residence and if necessary mailed to absentee Owners (providing a current forwarding address is on file). The Board will handle any emergency situations as necessary.

ARTICLE II, Section 6
Quorum; Amendments

The percentage of voting interests required to constitute a quorum at a meeting of the Owners shall be a minimum of 15% of the total voting interest. Amendments to the Covenants, Conditions, and Restrictions or decisions that require a vote of the Owners must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained. Each vote will be recorded by the Owners in attendance and kept in the permanent files of the Association. The affirmative vote of the majority of the quorum will decide the outcome.

- (a) An amendment may not materially and adversely alter the proportionate voting interest appurtenant to a parcel or increase the proportion or percentage by which a parcel shares in the common expenses of the association.

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ARTICLE III, Section 3
Maximum Annual Assessment

(e) The Board, in determining the common expenses, may establish and maintain a reserve fund for the periodic maintenance, repair and replacement of the Common Areas or for such other purposes as the Board deems prudent for the operation of the association. Said reserve fund will not exceed one (1) year's annual budget.

ARTICLE III, Section 7
Date of Commencement of Assessments; Due Dates.

(Replace the line: "The annual assessment shall be payable at the times and in the manner determined by the Board" with)

The annual assessment will be billed to each Residential Lot Owner in January of that calendar year and shall be payable by March 1st of that calendar year. Any annual assessment not paid within 30 days of the due date will be considered Nonpayment of Assessments. Any assessments not paid by the due date are in default and a lien will be imposed on said property. The Owner will be responsible for all associated costs of filing the lien.

ARTICLE V, Section 3
Architectural Review Committee

The ARC shall be appointed by a majority vote of the Board at a meeting duly called for such purpose or by resolution executed by a majority of the Owners of the Association. The ARC must consist of a minimum of 3, maximum of 5 Owners, none of which may be a Board of Director. The majority of the ARC shall constitute a quorum to transact business at any meeting. Report of findings shall be submitted to Board in a timely manner.

In the event that there are no volunteer ARC Committee members, the responsibility of the ARC will revert back to the HOA Board of Directors.

ARTICLE V, Section 5
Zoning and Permits

Owners are required to have in their possession a valid permit issued by the County for all improvements to a Residential Dwelling Unit that require a permit. The ARC will verify with the building department that all necessary permits were applied for and received by the Owner. Failure to do so will result in fines levied by the Zoning Violation Department. An ARC Rules and Restrictions list is on the HOA website, and if necessary, will be supplied to any Owner at their request. Violation of the acceptable ARC Rules and Restrictions, or failure to notify ARC of improvements to the exterior of a Residential Dwelling could result in the Association applying a lien to said property in the amount of the cost to restore that residence to original condition.

ARTICLE VII, Section 2
Lake Embankments

The lake common area embankments shall be maintained by the Association. No planting of grass, trees, shrubs or the erection of any other structures is permitted on these common areas by any Owner. It is the responsibility of each applicable Owner to maintain their property as to prevent erosion of the common embankment area. No improvements to an Owners property where erosion may occur will be permitted without prior approval of ARC. If the Owner fails to maintain or correct any erosion problems that would cause embankment erosion, the Association and its agent or representative shall have the right, but not the obligation, to enter upon such Owner's property to perform such maintenance which may be reasonably required, at the expense of the appropriate Owner.

ARTICLE X, Section 3
Contractors and Vendors

Any contractors or vendors needed to perform services for the common areas of the Association are required to have the necessary licenses required by the State and County, and must maintain an active insurance liability policy. A copy of the contractor's insurance certificate is required and needs to be submitted prior to starting any work naming the Association as the additional insured.

ARTICLE XI, Section 3
Sheds & Gazebos

Sheds and Gazebos are permitted provided they are constructed in accordance with all Zoning Codes, the necessary permits have been acquired and there is an approval of the ARC. Sheds must be constructed to closely match the colors of the home and have a neat appearance to compliment the neighborhood at all times. Gazebos may not exceed a height of 12 (twelve) feet, and may not exceed a total of 250 (two hundred fifty) square feet. No pole barns, car ports, lean-to's, detached garages, shacks, tents, mobile home, or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any residential Lot.

Any shed that is not maintained or kept up to standard in continuity with the home and surrounding neighborhood is subject to removal by the Owner at the Owners expense upon written request by the Association.

ARTICLE XI, Section 5
Exterior Maintenance

Each Owner shall be responsible for the maintenance of the lawn, landscaping, and exterior of all buildings and structures on the Residential Lot owned by such Owner, whether occupied by the Owner or by a tenant of the Owner, all of which shall be maintained in a neat and orderly manner with the lawns cut, landscaping trimmed, fences maintained, and exterior of the improvements