

**PLEASE NOTE! THIS IS NOT AN OFFICIAL COPY OF THE COVENANTS AND RESTRICTIONS!!** We have made every effort to produce an accurate copy, but if you need an official copy, you must obtain it from the Office of the County Clerk!

**FOX TRAIL AMENDMENT AND SECOND CONSOLIDATION OF  
DECLARATION OF COVENANTS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FOX TRAIL, INC., a Florida corporation, was title owner and developer of certain lands located in Palm Beach County, Florida, which lands are described on Exhibit "A" attached hereto and hereby made a part hereof;

WHEREAS, FOX TRAIL, INC., recorded a Declaration of Covenants and Restrictions with regard to said Property which Declaration of Covenants and Restrictions is recorded in Official Record Book 2483, Page 1866, Public Records of Palm Beach County, Florida with Amendments thereto at Official Record Book 2508, Page 1404, Public Records of Palm Beach County, Florida; Official Record Book 2605, Page 1090, Public Records of Palm Beach County, Florida; Official Record Book 3434, Page 0742, Public Records of Palm Beach County, Florida; Official Record Book 4295, Page 0735, Public Records of Palm Beach County, Florida; Official Record Book 5010, Page 1833, Public Records of Palm Beach County, Florida; and at Official Record Book 5803, Page 1569, Public Records of Palm Beach County, Florida;

WHEREAS, a Resolution amending said Declaration of Covenants and Restrictions was duly adopted at a meeting of the members of the Association on April 8, 1989, at which meeting the Resolution was voted on by the members of the Association, and at which meeting not more than twenty percent (20%) of the votes of members of the Association entitled to vote thereon was cast against: the proposed amendments, and in addition that the proposed amendment was approved by at least three-fourths (3/4) of the entire Board of Directors of the Association;

WHEREAS, FOX TRAIL PROPERTY OWNERS' ASSOCIATION, INC., now wishes to further exercise its right to amend said Declaration of Covenants and Restrictions and, for simplicity's sake, to restate with said Amendments all covenants and restrictions originally provided in the Declaration of Covenants and Restrictions recorded in Official Record Book 2483, Page 1866, Public Records of Palm Beach County, Florida, as amended as set forth above, so that interested parties may refer to one document containing all said covenants and restrictions rather than referring to the original Declaration of Covenants and Restrictions and the subsequent amendments thereto.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the said FOX TRAIL PROPERTY OWNERS' ASSOCIATION,

INC., does hereby for itself and its successors and assigns, restrict the use as hereinafter provided of the property described in Exhibit "A" attached hereto and does hereby amend the Declaration of Covenants and Restrictions and affirm and consolidate those covenants and restrictions as recorded in Official Record Book 2483, Page 1866, with amendment thereto in Official Record Book 2508, Page 1404, with amendment and consolidation of covenants and restrictions recorded in Official Record Book 2605, Page 1090, with amendment thereto at Official Record Book 3434, Page 0742, with amendment thereto at Official Record Book 4295, Page 0735, with amendment thereto at Official Record Book 5010, Page 1833, with amendment thereto in Official Record Book 5803, Page 1569, Public Records of Palm Beach County, Florida, as follows:

## I. PROPERTY OWNERS' ASSOCIATION

1. The owner of any lot, or other fee interest in the Property shall, upon the acquisition of said interest, become a member of Fox Trail Property Owners' Association, Inc., a Florida non-profit corporation, and said member and his ownership interest shall be subject to the terms and conditions of the Articles of incorporation and By-Laws of said Property Owners' Association as well as to these Covenants and Restrictions and other documents of record. Failure by any member to pay the assessments levied by said Property Owners' Association may give said Association the right to record a Notice of Lien and perfect a lien against his ownership interest which lien may be enforced as hereinafter provided in Article III, paragraph 2.

## II. GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS

In order to conserve the natural beauty of the Property, to insure its best use and most appropriate development, and to prevent the erection of poorly designed or constructed improvements, the entire area of the Property shall be subject to the following protective covenants and restrictions hereinafter referred to as the General Covenants:

1. a. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot except one detached, single-family dwelling, and not to exceed two stories in height, a private garage and outbuildings; said private garage, if detached from dwelling, to be constructed of same material as dwelling. Outbuildings shall be constructed to be architecturally harmonious with the dwelling.

b. No building, outbuilding, garage, swimming pool, tennis court or like structure, or other structure shall be erected, constructed, placed, or maintained on said real property, or any part thereof, unless prior to the commencement of any construction, excavation, or other work, a complete set of plans and specifications therefore, including front, side, and rear elevations, and floor plans for each floor and basement, shall have been first submitted in writing for approval, and approved in writing by the Architectural Committee pursuant to Article V hereof.

2. No dwelling unit shall be constructed on the premises which measures less than 2,000 square feet exclusive of outbuildings. Effective August 1, 1989, no dwelling unit shall be constructed on any lot which measures less than 2,400 square feet of air conditioned living space. Porches and garages are not to be included in the 2,400 square foot measurements.

3. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

4. a. In keeping with the rustic ambience and to maintain the aesthetic appearance of the property described in Schedule "A", the design of fences on the exterior perimeter of lots must be submitted to and approved by the Architectural Committee before fence construction commences.

b. Fences shall be no more than five (5) feet tall at any point. No wire fences of any kind, except chain link fences, shall be erected anywhere on the property. Wire may be added to a fence as long as the wire is not the primary component in the construction of the fence.

c. The perimeter fence on lots of FOX TRAIL shall be properly maintained in both appearance and structure.

5. Easements for ingress or egress, for installation and maintenance of utilities and drainage facilities and bridle paths are reserved as shown on the recorded plat FOX TRAIL according to the Plat thereof recorded in Plat Book 31, Pages 157 through 162, Public Records of Palm Beach County, Florida. Within these easements no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with ingress or egress, with the installation and maintenance of utilities, change the direction of flow of drainage channels in the easements, or obstruct or retard the flow of water through drainage channels in the easements or bridle paths; within the bridle path easements, no tree, plant, or foliage of any type, or any structure, shall be placed that would either impede the movement or vision of a rider or his mount, or that may be detrimental to the health of a horse. Bridle paths are restricted to use by horses and people. There shall be a five-mile per hour 'speed limit on all drainage facilities. The easement area of each lot and all improvements in it shall be maintained constantly by the owner of the lot, except for those improvements for which the Property Owners' Association is responsible.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in whole or in part.

Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action or suit shall be entitled to recover, in addition to costs, and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney.

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

6. Each lot shall be at least as well maintained as would said lot be as if it were in its natural state. Said natural state shall be the condition "of the land of other uninhabited parcels within the premises described on Exhibit "A" attached hereto; provided, however, subject to the other covenants and restrictions contained in this Declaration of Covenants and Restrictions, as it may be amended from time to time, nothing herein contained shall prohibit landscape improvements to a parcel or parcels.

The Association shall have the right and duty to enter upon any portion of the Property on or to which a structure, landscape improvement, or other improvement has been placed or added not conforming to these restrictions, and similarly to remove such structure or improvement at the cost to whatever person or entity is responsible for it being located on the Property, subject, however, to the provisions hereinafter contained regarding notice of violation and appeals procedures. The Association shall, in addition, have the right, subject, however, to the notice and appeals procedures as aforesaid, to trim or prune, at the expense of the owner, any hedge or other planting on the Property that is in the opinion of the Association's Board of Directors, by reason of its location or the height to which or the manner in which it is permitted to grow is detrimental to adjoining property or unattractive in appearance. The Association shall further have the right and duty, subject to the notice and appeal provisions hereof, to care for vacant or unimproved portions of the property, and to remove grass, weeds, and rubbish there from, and to do any and all things necessary or desirable in the opinion of the Association to keep such portion of the property in neat and good order as in the natural state, all at the cost and expense of the owner, such costs and expenses to be paid to the Association upon demand, and if not paid within ten days thereof, then to become a lien upon the portion of the Property affected, equal in priority to the lien provided for in Article III, Paragraph 2 hereof.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

8. No swine, goats, or poultry of any kind shall be raised, bred, or kept on any lot for commercial purposes.

9. No sign of any kind shall be displayed to the public view on any lot except one personal name and/or address sign of not more than nine square feet, or one sign of not more than five square feet advertising the property for sale or rent, or one sign of not

more than five square feet used by a building to advertise the property during the construction and sales period. All designs for signs must be submitted to and approved by the Architectural Committee before being displayed.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. The Association shall operate and maintain, in neat and good order, and for the use of the inhabitants of the Property, and for the common and mutual benefit of land and improvements within the Property owned by any of said inhabitants, all properties including but not limited to all easements, ingress and egress easements, bridle paths, walkways, canals, and other facilities, and the improvements thereon, designed on the Plat of FOX TRAIL, and from time to time designated or conveyed in fee simple by the Developer to the Association. No such designation shall be made after December 31, 1980, without the approval of the Board of Directors of the Association.

Each owner of a subdivision lot, dwelling unit or other parcel of the Property shall be subject to an annual charge per such lot, as is more specifically provided for in the Articles of Incorporation and By-Laws of the Association, in an amount fixed by the Board of Directors of the Association determined as aforesaid.

The charges collected by the Association shall in each year be sufficient to maintain and operate, in neat and good order, and to pay all expenses payable with respect to the maintenance and operation of, such facilities as may be owned or leased by the Association or designated by the Developer in Plats or otherwise to be operated and maintained by the Association as aforesaid. Any portion of the charges remaining after the disbursements required hereby shall be used for the improvement of the Property and/or for the benefit of the Property and the owners and inhabitants thereof, and for the promotion of the peace, health, comfort, safety, or general welfare of the owners and inhabitants thereof.

The annual charge shall become due and payable at such time or times as the Association may determine, and shall become a lien on the lot, dwelling unit, or other parcel of the Property against which the charge is made at such time as a notice of said lien against said lot, dwelling unit, or other parcel of the Property has been recorded in the Public Records of Palm Beach County, Florida.

Upon a change of ownership of any lot, dwelling unit, or other parcel of the Property, the new property owner must notify the FOX TRAIL PROPERTY OWNERS' ASSOCIATION, INC., in writing at P. O. Box 111, Loxahatchee, Florida, 33470, of its acquisition of this ownership interest.

12. The natural flow of water shall not be interrupted by a property owner of the Association having property elevated so that water flow is obstructed or retarded, causing

a clear and present danger or potential danger of health and safety to other residents or property owners of the Association because of flooding or other water related damage.

13. No person shall operate a motorized vehicle on the easements and right-of-ways of the property described in Schedule "A" in excess of fifteen (15) miles per hour.

14. No person shall operate a motorized vehicle on any easement or right-of-way on the property described in Schedule "A" unless said person possesses a valid vehicle operator's permit issued by the State of Florida, or any other state or country.

15. No person shall operate a motorized vehicle upon any bridle path or drainage easement on the property described in Schedule "A". The only exception to this restriction shall be in cases of emergency or for maintenance of said bridle path or drainage easement.

16. The drainage easements and bridle paths located on the property described in Schedule "A" are restricted to use by persons and by horses with riders. Riderless horses are not permitted on bridle paths, except if pulling a wheeled vehicle designed for horses.

17. No person shall operate a fuel-powered motor greater than five (5) horsepower in any of the drainage easement waters located in the property described in Schedule "A" attached

### III. DURATION, AMENDMENT, AND ENFORCEMENT OF PROTECTIVE COVENANTS, AND MISCELLANEOUS

1. The protective covenants and restrictions contained in this Declaration of Covenants and Restrictions shall be construed as covenants running with the land and shall inure to the benefit of and be enforceable by the Developer, the Association, which shall be deemed the agent for all of its members for such purposes and by the owner at any time of any portion of the Property, by actions at law or by suits in equity. The failure of any person or organization to enforce any covenant herein contained shall in no event be deemed a waiver- by that or any other person or organization of its rights to thereafter enforce the same, nor shall any liability attach to the Developer or any other person or organization for failure to enforce such covenants.

2. Upon violation of any protective covenant or restriction herein contained, the Association and/or Fox Trail, Inc., in addition to all other remedies, may seek an order from a court of competent jurisdiction permitting it to enter upon that portion of the Property upon or as to which such violation exists, and summarily to abate or remove the same, using such force as may be reasonably necessary, at the expense of the owner thereof, and neither the person entering nor the organization directing the entry shall be deemed liable for any manner of trespass for such action. The owner shall pay on demand the costs and expense of such abatement or removal, which shall include reasonable attorney's fees and other costs in connection with seeking the court order. The cost of such abatement or removal shall itself become a lien upon that portion of the Property

affected, at such time as a notice of said lien is recorded in the Public Records of Palm Beach County, Florida, enforceable at law or in equity by the Association or Fox Trail, Inc., whichever abated or removed the violation. The foreclosure of the lien hereof shall not operate to affect or impair the lien of any first mortgage now or hereafter placed upon such property, and the foreclosure of the lien of such a first mortgage or the acceptance of a deed-in lieu thereof shall not operate to affect or impair the lien hereof, except that the lien hereof for such costs as shall have accrued to the date of such foreclosure or acceptance of the deed in lieu thereof shall be subordinate to the lien of any such first mortgage, and such foreclosure purchaser or taker of a deed in lieu thereof shall take title to such lot free of the lien hereof for all such costs that have accrued to the date of foreclosure or acceptance of the deed in lieu thereof, despite the prior recording of a notice of a lien in conformance hereto, but subject to the lien hereof for all such costs as shall accrue subsequent to the date of foreclosure or acceptance of a deed in lieu thereof when a Notice of Lien has been recorded prior thereto.

3. Each purchaser of any portion of the Property by becoming such, agrees that he shall be personally responsible for the payment of all charges that may become liens against his property pursuant to this Declaration and which become due while he is the owner thereof or prior thereto subject, however, to the provisions of Article III, paragraph 2 hereof.

4. The protective covenants and restrictions contained in this Declaration shall, unless amended as hereinafter provided, continue in full force and effect against both the Property and the owners thereof until January 1, 2005, and shall, as then in force, be continued automatically, and without further notice from that time for a period of twenty years each, without limitation, unless prior to January 1, 2000, or not less than five years prior to the expiration of any successive twenty-year period, an amendment or vacation of these restrictions and covenants executed and acknowledged by the then holders of more than seventy-five percent (75%) of the votes of the Association, shall be recorded in the Public Records of Palm Beach County, Florida, or other proper public recording office.

5. Any of the covenants herein contained may be amended and new covenants affecting the Property may be created by recording in the Public Records of Palm Beach County, Florida, or other proper recording office, an amendment to this Declaration, executed and acknowledged by the proper officers of the Association, setting forth substantially the following provisions:

- (a) The covenant, if any, intended to be added, amended, or deleted;
- (b) The form of amended covenant, if any, or the form of the proposed new covenant, if any;
- (c) A description or designation of the part of the Property upon which such amendment or new covenant is intended to be operative;
- (d) A statement to the effect that a resolution deleting such covenant, adopting such amendment, or adopting such new covenant was duly adopted at a duly held regular or special meeting of the directors of the Association; or,
- (e) If such statement refers to action taken after December 31, 1980, said statement to be to the effect that such a resolution was duly adopted at a meeting of the members of

the Association, at which meeting the resolution was voted on by the members of the Association, and at which meeting not more than 20% of the votes of members of the Association entitled to vote thereon was cast against the proposed addition, deletion or amendment, and in addition that the proposed addition, deletion, or amendment has been approved by at least three-fourths (3/4) of the entire Board of Directors of the Association.

6. Whenever there is required under this Declaration, the agreement, vote, consent, or other action of the owner or owners of any portion of the Property, the agreement or other action of any such owner shall bind all future owners of the same portion. The owner or owners of record of any portion of the Property shall, for all purposes of the Declaration, be deemed in all respects to be the owner or owners thereof, and his, their, or its signature or act for the purposes hereof shall be binding upon the portion of the Property affected and the owners thereof. Any notice or other communication provided for under this Declaration shall be deemed properly given when mailed and may be addressed to "owner" of said parcel. The name of such owner need not be stated and the fact the said owner does not occupy the parcel shall not invalidate the notice.

7. Additional land may be subjected to the covenants contained in this Declaration by reference hereto, and in such event the owners of property subsequently subjected to these covenants may enforce the same against owners of the Property as though all of the land subject to the covenants was referred to in one Declaration of Covenants and Restrictions. It is provided, however, that the Developer shall be under no obligation to subject additional land to the terms of this Declaration.

8. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions, and to construe and interpret all provision hereof. Its good faith determination, construction, or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

9. The determination of any Court that any provision of this Declaration is unenforceable, invalid, or void shall not affect the enforceability or validity of any other provisions hereof.

10. Upon violation of any protective covenant or restriction contained in this Declaration of Covenants and Restrictions, as it may be amended from time to time, the Association shall give the owner of the property whereon the offense occurred written notice of such offense by certified mail addressed to said owner at the address given by him on his Contract for Purchase of the property or to a subsequent address indicated by him for such notices to the Secretary of the Association, which notice shall inform him as to the nature of the offense and give him twenty (20) days from receipt of the notice to rectify the offense. If, at the expiration of said twenty day period, the owner has not rectified the offense or filed an appeal as hereinafter provided, then the Association may take such action as it deems necessary pursuant to the provision of this Declaration of Covenants

and Restrictions as amended. If the owner disagrees with the determination that an offense has been committed, he shall have the right to appeal said determination to the Board of Directors of the Association. Said right of appeal shall be exercised within said twenty day period by the owner mailing by registered mail a Notice of Appeal to the Secretary of the Association at the Association's offices. If an owner has filed such an appeal, the Board of Directors shall give the owner a full hearing at its next regularly scheduled meeting, and at said meeting shall determine whether or not such an infraction, in fact, was committed. The decision of the Board of Directors at such appeal hearing shall be final and binding upon all parties concerned.

11. Upon a change of ownership of any property owner of any of the properties in the Fox Trail development, the Fox Trail Property Owners' Association must be notified in writing, return receipt requested, by a letter addressed to the Fox Trail Property Owners' Association, Post Office Box 111, Loxahatchee, Florida 33470. Failure to follow such procedure shall result in Fox Trail Property Owners' Association having the right to file a lien against said property for an amount equal to their actual cost as a result of their failure to have been notified, said cost to be a minimum of \$50.00

#### IV. ARCHITECTURAL COMMITTEE APPROVAL OF PLANS AND LOCATION OF STRUCTURES

1. There shall be an Architectural Committee have those powers set forth herein and in Article II, Section 1.
2. The Architectural Committee shall consist of five (5) members, who shall be appointed by the Board of Directors of Fox Trail Property Owners' Association, Inc., and who shall ser for such tern) as may be designated by the Board of Directors Fox Trail Property Owners' Association, Inc.
3. No less than four (4) members of the Architectural Committee shall be members of the Fox Trail Property Owners' Association, Inc. No less than two (2) members of the Architectural Committee shall be directors of the Fox Trail Property Owners' Association, Inc. The Architectural Committee shall act by vote of a majority of its five (5) members.
4. The Architectural Committee shall approve only those plans and specifications which shall meet the minimum standards required by the building code of Palm Beach County, Florida, and as revised and amended from time to time.

The Committee shall encourage innovative design in plans and shall be empowered to waive any condition of the minimum standards set forth in Article II, Sections 2, 4, 7, 9, and the restrictions on height and materials set forth in Article II, Section 1.

5. Approval of plans and specifications by the Architectural Committee shall be endorsed on said plans and specifications, and shall forthwith be returned by the Architectural Committee to the person submitting the same.
6. The approval of the Architectural Committee of plans and specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications, if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots.
7. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, swimming pool, tennis court, or like structures shall be erected, constructed, placed, altered, or maintained upon said property unless the same shall be erected, constructed, or altered in conformity with the plans and specifications theretofore approved by the Architectural Committee or its duly appointed agent. If any building out building, garage, swimming pool, tennis court, or like structure, or other structure of any kind shall be erected, constructed, placed, altered, or maintained upon said property other than in accordance with the plans and specifications therefore, approved by the Architectural Committee, such erection, construction, placing, alteration, and maintenance shall be deemed to have been undertaken without the approval of the Architectural Committee ever having been obtained as required by this declaration.
8. a. After the expiration of one (1) year from the date of completion of any structure or alteration, constructed hereafter, such structure shall be deemed to comply with all of the provisions of this Article IV, unless notice to the contrary shall have been delivered to the lot owner. The Association reserves the right, upon giving such notice, to commence legal proceedings to enforce such compliance.  
b. In the event that the Architectural Committee shall fail, for a period of thirty (30) days, to approve or disapprove any plans or specifications submitted to it for approval, the same shall be deemed to have been approved.
9. Any agent or member of the Architectural Committee may, at any reasonable time, enter and inspect any building or property subject to the jurisdiction of the Architectural Committee under construction or on or in which the agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes, or easements is occurring or has occurred.
10. Unless otherwise approved by the Architectural Committee, construction of approved improvements shall commence within ninety (90) days from the date of approval by the Architectural Committee, and construction shall proceed continuously and be completed within a reasonable time, and in no event shall construction of a dwelling house or other improvements be extended or last for more than twelve (12) months unless otherwise approved by the Architectural Committee.

V. This Amendment and Consolidation of the Fox Trail Declaration of Covenants and Restrictions shall supersede the original Fox Trail Declaration of Covenants and Restrictions recorded in Official Record Book 2483, Page 1866, et seq. with Amendment thereto in Official Record Book 2508, Page 1404, with Amendment and Consolidation of Covenants and Restrictions recorded in Official Record Book 2605, Page 1090, with Amendment thereto in Official Record Book 3434, Page 0742, with Amendment thereto in Official Record Book 4295, Page 0735, with Amendment thereto in Official Record Book 5010, Page 1833, with Amendment thereto in Official Record Book 5803, Page 1569, Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the Association has caused this Declaration of Covenants and Restrictions to be executed by its proper officers this 31st day of July, 1989.

(The original document is signed by Fox Trail POA president and secretary, and was witnessed and notarized on July 31st, 1989. For a signed copy, please contact the Clerk of Palm Beach County.)

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOX TRAIL KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, FOX TRAIL, INC., a Florida corporation, was the owner and developer of certain lands located in Palm Beach County, Florida, which lands are described on Exhibit "A" attached hereto and hereby made a part hereof;

WHEREAS, FOX TRAIL, INC., recorded a Declaration of Covenants and Restrictions with regard to said property which is recorded in Official Records Book 2483, page 1866, Public Records of Palm Beach County, Florida, with amendment thereto;

WHEREAS, a Resolution amending said Declaration of Covenants and Restrictions was duly adopted at a meeting of the members of the Association on April 27, 1991, at which meeting the Resolution was voted on by the members of the Association, and at which meeting not more than twenty percent (20%) of the votes of members of the Association entitled to vote thereon was cast against the proposed amendment; and, in addition, that the proposed amendment was approved by at least three-fourths (3/4) of the entire Board of Directors of the Association;

NOW, THEREFORE, the Fox Trail Property Owners Association, Inc. does hereby, for itself and its successors and assigns, amend the Declaration of Covenants and Restrictions as follows:

1. Article II, paragraph 4(b) is changed as follows:

Fences shall average no more than five (5) feet in height and shall be no more than six

(6) feet high at any point, excluding gates and gate support structures. All measurements are to be taken from the ground along the fence. For the purpose of determining the average fence height, measurements will be taken at eight (8)-foot intervals along the fence, measured from the ground to the top of the fence, excluding gates and gate support structures. Gates and gate support structures shall be no more than twelve (12) feet tall, at any point measured from the ground underneath the gate. Archways shall be no more than fifteen (15) feet tall at any point, measured from the ground underneath the archway. No more than ten percent (10%) of the entire length of the fence may be considered as gates, or gate support structures, or archway for the purpose of determining the height restrictions as stated above. No wire fences of any kind, except chain-link fences, shall be erected anywhere on the property. Wire may be added to a fence so long as the wire is not the primary component in the construction of the fence.