

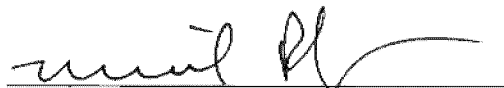
Upon recording return to:
Jennifer Winegardner, Esq.
Rayboun Winegardner PLLC
1410 Piedmont Drive East, Ste 2
Tallahassee, FL 32308

NOTICE OF FILNG REVIVED DOCUMENTS
FOR
FOX GLEN HOMEOWNERS ASSOCIATION, INC.
(fna WILLRUN HOMEOWNERS ASSOCIATION, INC.)

Pursuant to Section 720.407(1), Florida Statutes, this is to certify that the attached documents are the revitalized governing documents of the Fox Glen Homeowner's Association, Inc., following action take by the membership and approved by the State of Florida's Department of Economic Opportunity:

1. Revitalized Declaration of Covenants and Restrictions for Fox Glen Homeowners Association, Inc., with attached exhibits;
2. Revitalized Articles of Incorporation of Fox Glen Homeowners Association, Inc.;
3. Revitalized Bylaws of Fox Glen Homeowners Association, Inc.;
4. Approval letter from the Florida Department of Economic Opportunity dated June 17, 2022;
5. Legal descriptions of each of the affected properties.

Dated this 14th day of July, 2022.



Jennifer A. Winegardner
Michael Rayboun
On behalf of
Fox Glen Homeowners' Association, Inc.

STATE OF FLORIDA
COUNTY OF LEON

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that this Revitalized Declaration of Covenants, Conditions, and Restrictions, made and entered into this 6th day of July, A.D., 2022, by FOX GLEN HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, (formerly WILLRUN HOMEOWNERS' ASSOCIATION, INC.)¹ hereinafter referred to as "Association."

WITNESSETH:

WHEREAS, the original developer of the real property described in Article I of this Declaration desired to create therein a residential community with certain common areas for the benefit of that said community; and

WHEREAS, the Association desires to provide for the continued preservation of the values and amenities in said community and for the maintenance of said common areas; and to this end, desires to subject the real property described in Article I together with such additions as may hereinafter be made thereto (as provided in Article I) to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, FOX GLEN HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, is delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

NOW, THEREFORE, the Association declares that the real property described in Article I, and such additions thereto as may hereafter be made pursuant to Article I hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, more particularly described as:

SEE EXHIBIT "A"

ARTICLE I. DEFINITIONS.

¹ Willrun Homeowners' Association, Inc., recorded a name-change amendment with the Florida Secretary of State effective January 19, 1984.

Section 1. "Association" shall mean and refer to Willrun Homeowner's Association, Inc. a non-profit corporation, now known as Fox Glen Homeowners' Association, Inc., a non-profit corporation, its successors and assigns.

Section 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.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

See Exhibit B

Section 5. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties with the exception of the common area hereinabove described.

Section 6. "Declarant" shall mean and refer to Charles R. Gardner, Gary W. Davidson, ana J. Kinson Cook, its successors and assigns. If such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II. PROPERTY RIGHTS.

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the 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 situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty days for any infraction of its 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 the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the By-Laws, his right to enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS.

Section 1. 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.

Section 2. The Association shall have one class of voting membership.

Members shall be all owners 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 lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS.

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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 or capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' 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 his successors in title unless expressly assumed by them.

Section 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, for the improvement and maintenance of the Common Area, of the homes situated upon the Properties, and of the access easements, shown on the recorded plat, whether paved or unpaved, and for furnishing of master antenna television or cable television services to the Owners.

In addition to maintenance upon the Common Area and as specified above. the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: Paint, repair, replace and care for exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Unless otherwise decided by the directors of the Association, such exterior maintenance shall not include unpainted brick, block or glass surfaces, doors, roofs, gutters, downspouts, windows, exterior machinery or unusual structures or plants installed by Owners. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family or guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject. Any damage covered by an individual Owner's insurance shall be paid for by the insurer and not by the Association.

The Association may also provide through the assessments levied a master antenna television service or cable television service to each Owner. This service, if furnished, will be provided to each home and the cost of maintenance thereof shall be included in the maintenance assessment whether utilized by the individual Owner or not.

Section 3. Maximum Annual Assessment. Until January 1, 1984, the maximum annual assessment shall be \$360.00 per lot, payable monthly in advance at the rate of \$30.00 per lot. The Board of Directors of the Association shall be authorized to require payments to be made through a mortgage company, a bank, the Association itself, or such other agency as the directors may select from time to time.

(a) From and after January 1, 1984, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1984, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for any major maintenance project such as the replacement of roofs, repairing or repaving access streets, or other capital improvements to the exterior of the Properties, provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of all members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 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 thirty days nor more than sixty 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 of the votes of the 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 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 monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month

following the conveyance of the common area and of the conveyance of the first lot to an individual Owner. 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 thirty 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 the assessments on a specified lot have been paid. Notices shall be sent to individual owners at the address of their homes in the subdivision or at such other address as the owner may designate in writing.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty days after 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. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any 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 assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V. ARCHITECTURAL CONTROL.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any deviation from the original exterior design, appearance or paint scheme, or any other alteration visible from the outside, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three or more representatives appointed by the Board. It is the intent of this article that the external appearance of the homes remain as originally constructed unless very good reason be shown for a change. Failure of the Board of Directors or its designated committee to specifically approve a request for change within thirty days after submission of the request shall be deemed to constitute a rejection of the request.

ARTICLE VI. PARTY WALLS.

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction of Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his neglect or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII. USE RESTRICTIONS.

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling unit not to exceed two and one-half stories in height.

Section 2. Dwelling Costs, Quality, and Size. No dwelling shall be permitted on any Lot at a cost of less \$20,000.00 based upon costs at levels prevailing at the dates these covenants are recorded it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum costs stated herein for the minimum permitted dwelling size. Ground floor area of the main structure, exclusive of open porches, shall be not less than 441 square feet. There shall be not less than a total of 725 square feet, exclusive of open porches, for one and one-half story or multiple story dwellings.

Section 3. 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.

Section 4. Temporary Structures. No structures of a temporary character, trailer, tent, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently.

Section 5. Fences. No fence shall be erected nearer the front lot line than the rear of the house on any lot.

Section 6. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes or in such number as to constitute an annoyance or nuisance to the neighborhood.

Section 7. Term. 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 thirty years from this date, after which time they shall be automatically extended for successive periods of ten years.

Section 8. Television Antennas. Inasmuch as a master antenna television system and possibly a cablevision system will be installed and available for the use of the Owners, there shall be no individual television antennas allowed.

ARTICLE VIII. GENERAL PROVISIONS.

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration Shall run with and bind the land for a term of thirty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first thirty year period by an instrument signed by not less than ninety percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent of the lot owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential properties and common areas may be annexed to the subdivision, provided that any such annexation shall have the assent of two-thirds (2/3) of the entire membership.

IN WITNESS WHEREOF, the said FOX GLEN HOMEOWNERS' ASSOCIATION, INC., has caused these presents to be executed in its name and its corporate seal to be affixed hereto the day and year first above written.

WITNESSES:

FOX GLEN HOMEOWNERS' ASSOCIATION, INC.,

Kate Winegardner

Gabriel G. Hanway

Kate Winegardner

BY: Gabriel G. Hanway
Its: President

Attest: Jason Boone
Jason Boone Secretary
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEON

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Gabriel Hanway and Jason Boone, who are both personally known to me (or produced a Florida Driver's License) to be the persons described in and who executed the foregoing Restrictive Covenants, and acknowledged before me that they executed the same as President and Secretary respectively, of Fox Glen Homeowners' Association, Inc., a Florida corporation, and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

Witness my hand and official seal I the State and County last aforesaid this 6 day of July, 2022.

Jennifer A. Winegardner
Notary Public
My Commission Expires:



Exhibit A

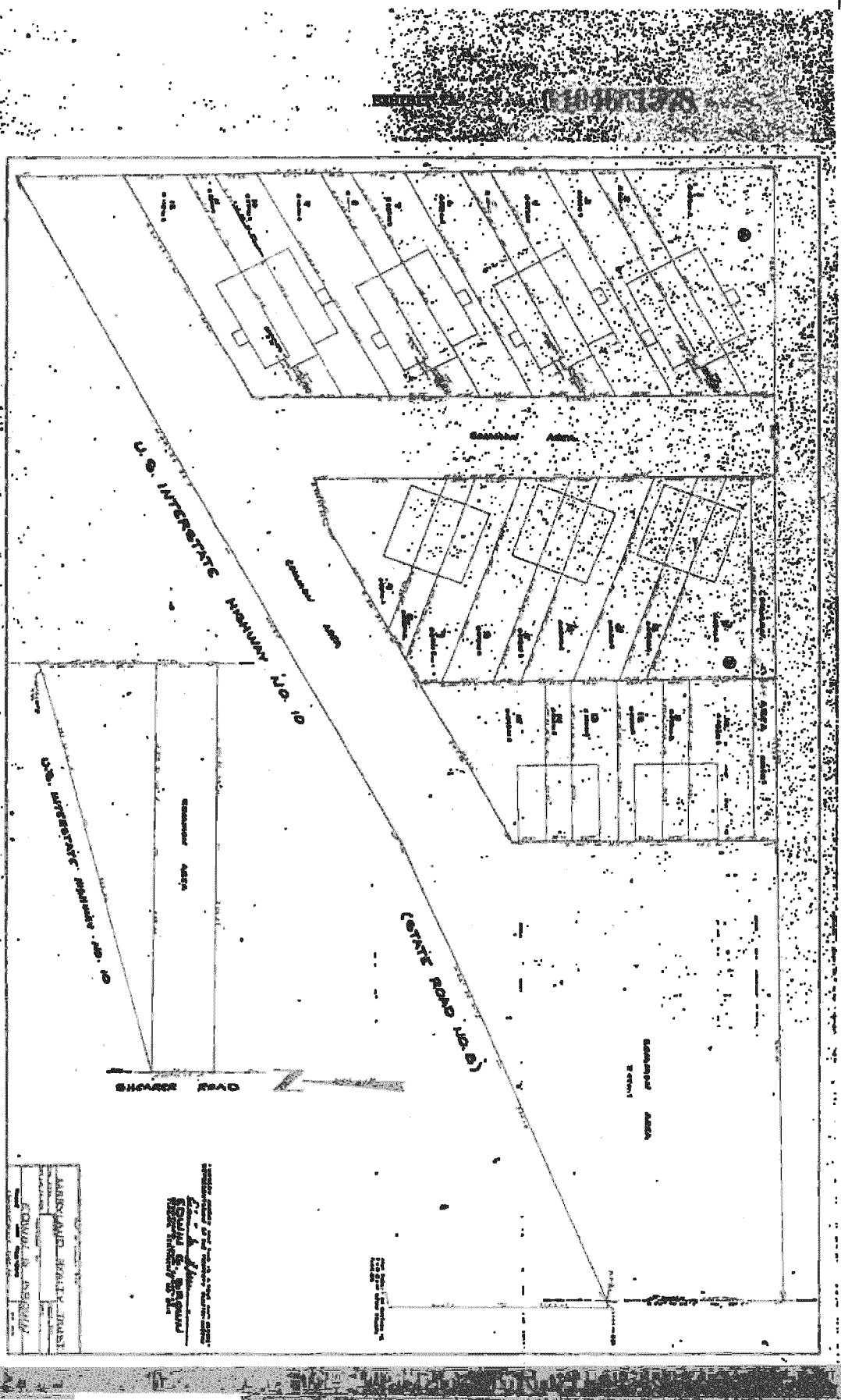


Exhibit B

OR1046P1579

EDWIN G. BROWN
 REGISTERED LAND SURVEYOR
 Court House Square

P. O. BOX 825
 CRAWFORDVILLE, FLORIDA 32327

OFFICE 826-3016
 RESIDENCE 576-3009

November 21, 1982

EXHIBIT "B"

COMMON AREA

Begin at the intersection of the West boundary of Section 13, Township 1 North, Range 1 West, Leon County, Florida and the Southerly right-of-way of U.S. Interstate Highway No. 10 (State Road No. 8) (based on monumentation) said point being located 3.34 feet East and 2553.69 feet South of the Northwest corner of said Section 13, thence run along the Southerly right-of-way boundary of said U.S. Interstate 10 as follows: North 66 degrees 35 minutes 01 seconds East 294.18 feet, thence North 60 degrees 52 minutes 53 seconds East 444.54 feet, thence leaving said Southerly right-of-way boundary run South 00 degrees 58 minutes 21 seconds East 59.73 feet, thence run South 60 degrees 37 minutes 19 seconds West 148.66 feet, thence run South 00 degrees 41 minutes 28 seconds East 295.73 feet, thence run South 89 degrees 18 minutes 32 seconds West 48.01 feet, thence run North 00 degrees 41 minutes 28 seconds West 260.34 feet, thence run South 74 degrees 27 minutes 02 seconds West 33.49 feet, thence run South 60 degrees 37 minutes 19 seconds West 207.16 feet, thence run South 00 degrees 40 minutes 05 seconds East 152.31 feet, thence run South 89 degrees 18 minutes 32 seconds West 270.01 feet, thence run South 87 degrees 35 minutes 40 seconds West 240.09 feet to the Easterly right-of-way boundary of Shearer Road, thence run North 00 degrees 40 minutes 05 seconds West along said Easterly right-of-way boundary 35.00 feet, thence leaving said Easterly right-of-way boundary run North 87 degrees 35 minutes 40 seconds East 240.09 feet, thence run North 00 degrees 40 minutes 05 seconds West 66.50 feet to the POINT OF BEGINNING containing 2.04 acres, more or less.

ALSO:

Commence at the intersection of the West boundary of Section 13, Township 1 North, Range 1 West, Leon County, Florida and the Southerly right-of-way of U.S. Interstate Highway No. 10 (State Road No. 8) (based on monumentation) said point being located 3.34 feet East and 2553.69 feet South of the Northwest corner of said Section 13, thence run South 00 degrees 40 minutes 05 seconds East 101.50 feet, thence run North 89 degrees 18 minutes 32 seconds East 270.01 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 00 degrees 40 minutes 05 seconds West 14.00 feet, thence run North 89 degrees 18 minutes 32 seconds East 214.16 feet, thence run South 00 degrees 41 minutes 28 seconds East 14.00 feet, thence run South 89 degrees 18 minutes 32 seconds West 214.61 feet to the POINT OF BEGINNING containing 0.069 of an acre, more or less.



EDWIN G. BROWN
 Registered Land Surveyor
 Florida Certificate No. 2919

82-213

**ARTICLES OF INCORPORATION
OF
FOX GLEN HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

**ARTICLE I
Names and Addresses**

§1.1 **Corporation.** The name of the corporation is FOX GLEN HOMEOWNERS ASSOCIATION, INC. hereinafter called the "Association."

§1.2 **Incorporator.** The name and address of the incorporator is Gabriel Hanway, President, FOX GLEN, LLC, PO Box 10465 Tallahassee, FL 32302.

§1.3 **Principal Office.** The principal office of the Association is 434 Williams Street, Tallahassee, Florida 32303.

§ 1.4 **Registered Agent.** The Association hereby appoints Michael C. Rayboun, Esq. as its Registered Agent to accept service of process within this state, with the Registered Office located at 1410 Piedmont Drive East, Second Floor, Tallahassee, FL 32308

**ARTICLE II
Definition and Purposes**

§ 2.1 **Terms.** Unless otherwise defined herein, all terms in this document shall have the same meaning as the identical terms in the Declaration.

§ 2.2 **Purpose.** The purposes for which the Association is organized is to manage, operate and maintain the residence lots and common areas to be known as FOX GLEN in accordance with the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOX GLEN. (hereinafter the "Declaration").

§ 3.2 **Stocks and Profits.** The Association shall have no capital stock and shall make no distribution of income or profit to its members, directors, or officers.

ARTICLE III **Powers**

§ 3.1 **Common Law & Statutory Powers.** The Association shall have all of the common law and statutory powers of a not-for-profit corporation which are not in conflict with the terms of these Articles.

§ 3.2 **Other Powers.** The Association shall have all of the powers reasonably necessary to carry out the purposes of the Association, including but not limited to the following:

- (a) To adopt a budget and make and collect assessments against members to pay the costs of the Subdivision.
- (b) To use the proceeds from the assessments in the exercise of its powers and duties.
- (c) To maintain, manage, repair, replace and operate the Subdivision property, including Common Property areas, such as roadways.
- (d) To reconstruct improvements after a disaster or accident, and to construct further improvements to the Subdivision property, including common areas.
- (e) To put into effect and amend the Rules and Regulations regarding the use of Subdivision property, including common areas.
- (f) To enforce by legal means the provisions of the various documents, these Articles, the Bylaws of the Association and the Declaration of Covenants and Restrictions for FOX GLEN.
- (g) Pursuant to the terms of the Declaration, to contract for the management of the Subdivision and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the various Subdivision Documents and applicable law to have approval of the board of directors or the members of the Association.

ARTICLE IV **Membership and Voting Rights**

The qualifications of members, the manner of their admission, and voting by members shall be as follows:

§ 4.1. **Owners.** All Owners are members of the Association, and no other persons or entities are entitled to membership. The Owner(s) are entitled to vote in accordance with the Bylaws. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation (i.e. a mortgage holder).

§ 4.2. **Changes.** Changes in membership in the Association shall be established by the recording in the Public Records of Holmes County, Florida, a Deed or other instrument establishing a change of record title to a Lot in FOX GLEN, and the delivery to either the secretary or treasurer of the Association of a copy of such recorded instrument. The new Owner designated by such instrument shall thereby become a member of the Association. The membership of the prior Owner shall thereby terminate.

§ 4.3. **Assignment & Transfer.** The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an attachment to his or her Unit.

§ 4.4. **Voting Rights.** There is one voting classes that consists of all Lot owners. Each Lot Owner shall have one vote.

ARTICLE V **Board of Directors**

§ 5.1. **Number of Board Members.** The Association shall be managed by a Board of Directors as set by the Bylaws, and in the absence of such determination shall consist of a minimum of three (3) and maximum of five (5) directors, at least three (3) of whom are Officers of the Association and the others are members at large (President, Secretary, Treasurer).

§ 5.2. **Appointment or Election.** Directors of the Association shall be elected at the annual meeting of the members or appointed midterm, as needed, in the manner determined by the Bylaws.

§ 5.3. Initial Board. There shall be three initial board members who will serve as directors as provided in the Bylaws:

<u>Name</u>	<u>Address</u>
Gabriel Hanway	PO Box 10465, Tallahassee, FL 32302
George Parsons	2517 Pelican Bay Drive, Panama City Beach, FL 32408
Jason Boone	PO Box 1523, Quincy, FL 32353

ARTICLE VI **Officers**

The affairs of the Association shall be administered by a President, a Vice-president, a Secretary, a Treasurer, and as many Assistant Vice-presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine. Such officers shall be elected as set forth in the Bylaws. Officers shall serve without compensation at the pleasure of the Board of Directors. The same person may hold multiple offices if so elected.

The names and addresses of the officers who currently serve until their successors are designated by the Board of Directors are as follows:

President:	Gabriel Hanway
Vice President:	George Parsons
Secretary:	Jason Boone
Treasurer:	Gabriel Hanway

ARTICLE VII **Indemnification**

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney and paralegal fees,

reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a Director or Officer at -the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors has approved such settlement and when the Board of Directors has approved such settlement and reimbursement as being in the best interestsof the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE VIII **Bylaws**

The Bylaws shall be adopted by the Board of Directors and may be altered, amended or rescinded as provided in the Bylaws.

ARTICLE IX **Amendments**

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

§ 9.1. **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

§ 9.2. **Proposal and Adoption.** An amendment may be proposed by either the Board of Directors or by the membership of the Association. These Articles may be amended by not less than a two-thirds (2/3) vote of the members of the Association at a duly called meeting of the Association.

§ 9.3. **Effective Date of Amendments.** An amendment shall be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of Leon County.

§ 9.4. **Accord.** Any amendments to these Articles shall be in accord with the terms and provisions of the Declaration.

ARTICLE X
Term

§ 10.1. **Term.** The term of the Association shall be the life of the Subdivision.

§ 10.2. **Termination.** The Association shall be terminated and dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of all members. Upon termination, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

FOX GLEN HOMEOWNERS
ASSOCIATION, INC.


By: Gabriel Hanway, President

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

Pursuant to Section 48.091, Florida Statutes, the following is submitted in compliance with said Act:

First, that FOX GLEN HOMEOWNERS ASSOCIATION, INC. desiring to organize under the laws of the State of Florida with its principal office indicated in the Articles of Incorporation in County of Holmes, State of Florida, has named Michael C. Rayboun, Esq., 1410 Piedmont Drive East, Second Floor, Tallahassee, Florida 32308, as its agent to accept service of process within this state.

ACKNOWLEDGMENT

Having been named to accept service of process for the above corporation, at the place designated in this certificate, I hereby accept to act in this capacity and agree to comply with the provision of said Act relative to being available at said location.



Michael C. Rayboun, Esq.

**BYLAWS OF
FOX GLEN HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
DEFINITIONS**

Section 1. “Association” shall mean and refer to the FOX GLEN HOMEOWNERS ASSOCIATION, INC., a not for profit corporation organized and existing in the State of Florida.

Section 2. “The Properties” shall mean and refer to the following described property, to wit:

See Exhibit A.

Section 3. “Common Area” shall mean and refer to those areas of land shown on any recorded subdivision plat or attached to and incorporated into the recorded Declaration of Covenants, Conditions, and Restrictions and intended to be devoted to the common use and enjoyment of the owners of The Properties. “Common Area” shall include but not be limited to parks, playgrounds, commons, footways, roadways, any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties.

**ARTICLE II
LOCATION**

The principal office of the Association shall be at a place designated by the Board of Directors.

**ARTICLE III
MEMBERSHIP**

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgage instrument, or those holding by through or under such mortgagee or third person.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association. The obligation of such assessments is imposed against each owner of, and becomes a lien upon, the property against which assessments are made as provided by the appropriate article of the Declaration of Covenants, Conditions, and Restrictions for FOX GLEN Homeowners Association, Inc. which The Properties are subject, said being duly recorded in the Public Records of Leon County, Florida, and which provide as follows:

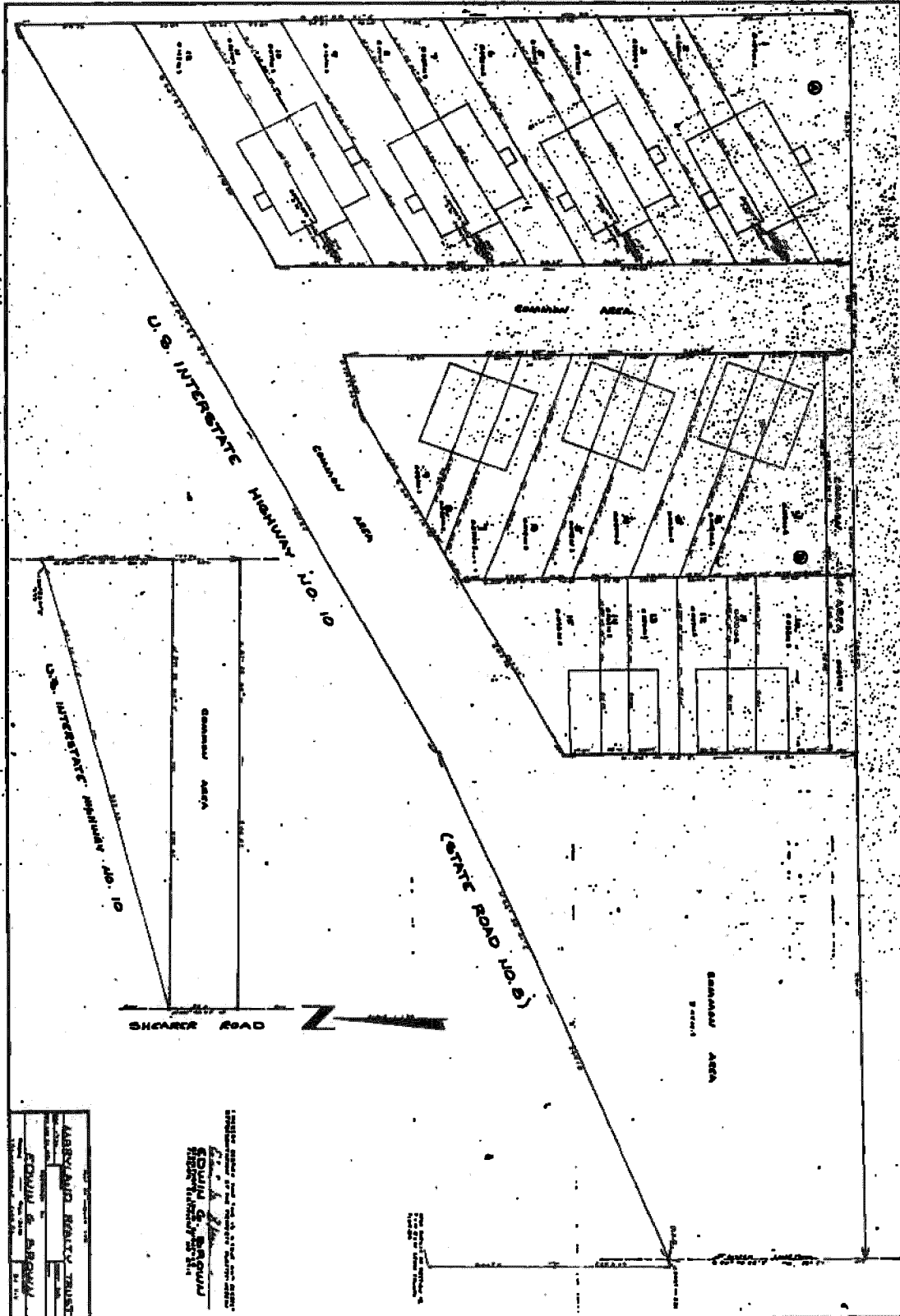
- (a) For capital improvements and road maintenance and improvements

EXHIBIT

A

EXHIBIT "A"

0104871570



010461579

EDWIN G. BROWN
REGISTERED LAND SURVEYOR
 Court House Square

P. O. BOX 625
 CRAWFORDVILLE, FLORIDA 32327

OFFICE 826-3016
 RESIDENCE 576-3009

November 21, 1982

EXHIBIT "B"

COMMON AREA

Begin at the Intersection of the West boundary of Section 13, Township 1 North, Range 1 West, Leon County, Florida and the Southerly right-of-way of U.S. Interstate Highway No. 10 (State Road No. 8) (based on monumentation) said point being located 3.34 feet East and 2553.69 feet South of the Northwest corner of said Section 13, then run along the Southerly right-of-way boundary of said U.S. Interstate 10 as follows: North 66 degrees 35 minutes 01 seconds East 294.18 feet, thence North 60 degrees 52 minutes 53 seconds East 444.54 feet, thence leaving said Southerly right-of-way boundary run South 00 degrees 58 minutes 21 seconds East 59.73 feet, thence run South 60 degrees 37 minutes 19 seconds West 148.66 feet, thence run South 00 degrees 41 minutes 28 seconds East 295.73 feet, thence run South 89 degrees 18 minutes 32 seconds West 48.01 feet, thence run North 00 degrees 41 minutes 28 seconds West 260.34 feet, thence run South 74 degrees 27 minutes 02 seconds West 33.49 feet, thence run South 60 degrees 37 minutes 19 seconds West 207.16 feet, thence run South 00 degrees 40 minutes 05 seconds East 152.31 feet, thence run South 89 degrees 18 minutes 32 seconds West 270.01 feet, thence run South 87 degrees 35 minutes 40 seconds West 240.09 feet to the Easterly right-of-way boundary of Shearer Road, thence run North 00 degrees 40 minutes 05 seconds West along said Easterly right-of-way boundary 35.00 feet, thence leaving said Easterly right-of-way boundary run North 87 degrees 35 minutes 40 seconds East 240.09 feet, thence run North 00 degrees 40 minutes 05 seconds West 66.50 feet to the POINT OF BEGINNING containing 2.04 acres, more or less.

ALSO:

Commence at the Intersection of the West boundary of Section 13, Township 1 North, Range 1 West, Leon County, Florida and the Southerly right-of-way of U.S. Interstate Highway No. 10 (State Road No. 8) (based on monumentation) said point being located 3.34 feet East and 2553.69 feet South of the Northwest corner of said Section 13, thence run South 00 degrees 40 minutes 05 seconds East 101.50 feet, thence run North 89 degrees 18 minutes 32 seconds East 270.01 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 00 degrees 40 minutes 05 seconds West 14.00 feet, thence run North 89 degrees 18 minutes 32 seconds East 214.16 feet, thence run South 00 degrees 41 minutes 28 seconds East 14.00 feet, thence run South 89 degrees 18 minutes 32 seconds West 214.61 feet to the POINT OF BEGINNING containing 0.069 of an acre, more or less.

Edwin G. Brown

EDWIN G. BROWN
 Registered Land Surveyor
 Florida Certificate No. 2919

82-213

provided by a third-party for each property, such assessments to be established and collected as hereinafter provided. The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be charged on an Owner's Lot and shall be a continuing lien upon the Lot against which each such lot assessment is made.

(b) Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot as the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in the title unless expressly assumed by them.

Section 3. The membership rights of any person whose interest in The Properties is subject to assessments under Article III, Section 2 above, whether or not he /she be personally obliged to pay such assessment, may be suspended by action of the Directors during the period whether assessments remain unpaid; but, upon payment of such assessments, his/her rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Area and facilities, and the personal conduct of any person thereon as provided in Article IX, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

ARTICLE IV VOTING RIGHTS

Section 1. The Association shall have one class of voting membership. Members of the Association shall be entitled to one vote for each lot in which they hold the interest required for membership by Article III, Section 3. When more than one person holds such interest or interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

ARTICLE V PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided by deed of dedication and in the article entitle "Property Rights in the Common Area" of the respective Declarations of Covenants and Restrictions applicable to The Properties.

Section 2. Any member's rights of enjoyment in the Common Area and facilities extend to the members of his family who reside upon The Properties or to any of his tenants who reside thereon

under a leasehold interest. Any Member engaged in leasing activities must comply with leasing restrictions set forth in Article X of the Declaration of Covenants, Conditions, and Restrictions for FOX GLEN Homeowners Association, Inc. and any policy or procedure the Board adopts. Others may be extended the rights of enjoyment in Common Area and facilities as determined by the Board of Directors from time to time. The rights and privileges of any person are subject to suspension under Article III, Section 3, to the same extent as those of the member.

**ARTICLE VI
ASSOCIATION PURPOSES AND POWERS**

The Association has been organized for the following purposes:

Section 1. To promote the health, safety and general welfare of the residents of FOX GLEN, and to own, acquire, build, operate and maintain common areas as otherwise as provided in the appropriate articles of the Articles of Incorporation of FOX GLEN Homeowners Association.

Section 2. The powers and rights of the Association shall be as specified in the appropriate articles of the Articles of Incorporation of FOX GLEN Homeowners Association, and such provisions are incorporated herein as fully and as completely as if specifically set forth.

**ARTICLE V
BOARD OF DIRECTORS**

Section 1. The provisions of Article V of the Articles of Incorporation of FOX GLEN Homeowners Association shall become a bylaw as fully and as completely as if specifically set forth.

Section 2. Vacancies in the Board of Directors shall be filled by the remaining directors. The name of any such appointed director designated to complete an unfilled term of the vacating director.

**ARTICLE VI
ELECTION OF DIRECTORS, NOMINATING COMMITTEE; ELECTION COMMITTEE**

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to The Properties. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association.

Section 3. The Board of Directors shall appoint a standing committee called the Nominations Committee to consist of three (3) association members in good standing. The Nominations Committee shall be constituted as follows: (a) a chairman to be chosen from the Board of Directors; and (b) two members, if possible.

Section 4. The Nominations Committee shall encourage board participation throughout the Association in securing candidates for director positions. The effort shall include the opportunity for individual Association members to volunteer for nomination to the Board of Directors. The Chairman of the Nominations Committee shall submit to the Secretary the names of all candidates to be considered for nomination prior to consideration by the Nominations Committee. Only those candidates certified by the Secretary as "Association members in good standing" shall be eligible to be nominees for membership on the Board of Directors. The Nominations Committee shall finalize the slate of nominees so that the number of nominees shall be no fewer than 150 percent and no more than 200 percent of the directorships to be filled. The Nominations Committee shall report the slate of nominees to the Board of Directors at an October Board meeting.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall: (a) described the vacancies to be filled; (b) set forth the names of those nominated by the Nominations Committee for such vacancies; and (c) contain a space for a write-in vote by the members for each vacancy, and (d) note that the ballot shall be void if the members assessment is delinquent. Such ballots shall be prepared and mailed by the Secretary to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the Board of Directors meeting scheduled to certify the results of the election).

Section 6. Each member shall receive as many ballots as he/she has votes. Notwithstanding that a member may be entitled to several votes, he/she shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot envelope shall contain only one ballot, and the members shall be advised that, because of the verification procedures of Section 7, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the member or his/her proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the member or his/her proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his/her right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary.

Section 7. Upon receipt of each return, The Secretary shall immediately place it in a safe or other locked place until the day set for the counting of the votes. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Elections Committee which shall consist of three (3) members appointed by the Board of Directors. The Elections Committee shall then adopt a procedure which shall establish:

- (a) That the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the member or his/her proxy identified on the outside envelope containing them; and
- (b) That the signature of the member or his/her proxy on the outside envelope is genuine; and
- (c) That is the vote is by proxy, that a proxy has been filed with the Secretary as provided in

Article XIV and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any member or his/her proxy shall not be disclosed to anyone, even the Elections Committee.

The outside envelope shall thereupon be placed in a safe or other locked place and the Elections Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the members present, the ballots and the outside envelopes shall be destroyed.

Section 8. The Board of Directors shall consist of at least three (3) but not more than five (5) Directors. A director's term of office shall commence on January 1 following his/her election and shall extend for three (3) years or until his successor is elected. Elections held in December to elect board members whose terms begin on January 1, _____, shall be conducted under the following procedures: the nominees receiving the most votes shall constitute the Board of Directors for FOX GLEN Homeowners Association, Inc. The Board of Directors is responsible for overseeing all aspects of elections and for insuring that they are conducted in accordance with the appropriate provisions of the Articles of Incorporation and Bylaws.

The Board of Directors shall receive the report of the Elections Committee and shall certify and announce the results of the election only after satisfying itself that all election procedures were properly followed. The Secretary shall record the certified election results in the permanent records of the Association, such record to include the name of each nominee and write-in candidate and the number of votes each person receives. A recount of the votes may be ordered by the Board of Directors and/or at the request of five (5) or more members in good standing who are personally in attendance at the meeting of the membership when the election results are announced. Should the recount be ordered in the latter manner, the recount shall be performed immediately by the Elections Committee in the presence of all those members who wish to observe. The result of any recount shall be recorded by the Secretary in the same manner as the results were originally recorded.

ARTICLE IX POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

(a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever.

(c) To establish up to the maximum amount allowed under the Covenants and Restrictions, levy and assess, and collect the assessments or charges referred to in Article III, Section 2.

(d) To adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members and their guests thereon.

(e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the annual meeting or to members in the covenants.

(f) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

Section 2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its 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 when such is requested in writing by one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in the appropriate articles of the respective Declaration of Covenants and Restrictions applicable to The Properties:

i. To fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;

ii. To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time;

iii. To send written notice of each assessment to every owner subject thereto.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

**ARTICLE X
DIRECTORS' MEETINGS**

Section 1. A regular meeting of the Board of Directors shall be held on the first Tuesday of each month provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispenses with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held seven (7) days later and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two directors after not less than three (3) days' notice to each director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however call and noticed, or whenever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meetings, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE XI OFFICERS

Section 1. The officers shall be a president, a vice-president, a secretary, and a treasurer. The president and the vice-president shall be members of the Board of Directors. These officers shall serve for a term of one (1) year commencing January 1.

Section 2. The officers shall be chosen by majority vote of the directors.

Section 3. All officers shall hold office at the pleasure of the Board of Directors.

Section 4. The president shall preside at all meeting of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and may sign all notes, checks, leases, mortgages, deeds, and all other written instruments.

Section 5. The vice-president shall perform all the duties of the president in his absence.

Section 6. The secretary shall be ex officio; the secretary of the Board of Directors shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He/she shall sign all certificates of membership. He/She shall keep the records of the Association. He/She shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members.

Section 7. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for

disbursements made in the ordinary course of business conducted within the limited of a budget adopted by the Board. The treasurer may sign all checks and noted of the Association. Checks and notes shall also be signed by the any two of the following officers: president, vice-president, treasurer, or secretary.

**ARTICLE XII
COMMITTEES**

Section 1. The Standing Committees of the Association shall be:

- The Nominating Committee
- The Architectural Control Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors for Board contact. The committees shall be appointed by the Board of Directors following each annual meeting to serve terms of one (1) year commencing on the following January 1. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Article VIII.

Section 3. The Architectural Control Committee shall have the duty and functions described in the appropriate articles of the respective Declaration of Covenants applicable to the Properties. It shall watch for any proposals, programs, or activities that may be adversely affect the residential value of the Properties and shall advise the Board of Directors regarding Association action on such matters.

Section 4. It shall be the duty of each committee to receive complaints from members on any matter involving Association function, cuties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committees, director or officer of the Association as is further concerned with the matter presented.

**ARTICLE XIII
MEETING OF MEMBERS**

Section 1. The annual meeting of the members shall be held during November of each year on a day and at an hour designated by the Board of Directors in the notice of such meeting which is sent to the members.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice-President, the Secretary or Treasurer, or by any two or more members of the board of directors, up on written request of the members who have the right to vote one-fourth of all the votes of the entire membership.

Section 3. Written notice of any meetings shall be given to the members by the Secretary.

Notice may be given to the members either personally, or by sending a copy of the notice through the mail, postage thereon being fully prepaid to his address appearing on the books of the Association. Each member shall register his address with the Secretary and notices of the meetings shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meetings shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation or by the Covenants applicable to the Properties, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles of Incorporation or by the Covenants applicable to the Properties shall require a quorum as therein provided.

ARTICLE XIV PROXIES

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. A proxy need not be in any pre-printed form, but must be clearly and legibly identified and signed by the member issuing the proxy, and include a street address and/or Lot, Block, and Unit designation of the property entitling that Member's vote.

Section 3. Proxies shall be assigned to another member, or marked as to voting preference on a particular issue. If assigned to another member, the member's name must be clearly stated on the proxy with inclusive dates of validity. Member holding rights to the proxy must be present at any meeting where the proxy is exercised. If the proxy is not assigned, the proxy must be clearly marked as to what issue the proxy is to be used for with approximate date that issue is to come up for a vote, and a voting preference must be clearly indicated.

Section 4. The Board of Directors may, if it so chooses, cause to be printed and distributed to all members, a proxy form to be used by the general membership to vote on any particular issue. Such proxy forms shall contain the issue in question clearly defined in detail, contain space for a signature and address of the Member, and contain space, indicated and outlined, for the member to "FOR" or "AGAINST" or AT THE DISCRETION OF THE DESIGNATED PROXY."

Section 5. All proxies shall be in writing and filed with the Secretary prior to being counted in any voting. The Secretary shall validate all proxies by determining voting eligibility of the person issuing the proxy. No proxy shall extend beyond a period of one (1) year, and shall cease automatically upon sale by the issuing member of the property entitling membership.

Section 6. No proxy form shall be used for more than (1) member. Any member holding title to more than one lot must clearly designate each lot for which he is voting.

**ARTICLE XV
BOOKS AND PAPERS**

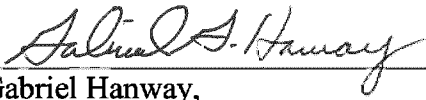
The books, records, and papers of the Association shall be available to and subject to inspection by any member with reasonable notice and during reasonable hours.

**ARTICLE XVI
AMENDMENTS**

Section 1. These bylaws may be amended at a regular or special meeting of the members, by approval of not less than two-thirds of the affected parcel owners, provided that those provisions of the bylaws which are governed by the Articles of Incorporation of the Association may not be amended except as provided in the Articles of Incorporation or applicable law, and provided further that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to Properties may not be amended except as provided in such Covenants and Restrictions.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Covenants and Restrictions applicable to the Properties referred to in Section 1 and these Bylaws, the Covenants and Restrictions shall control.


IN WITNESS WHEREOF, I, being the President of FOX GLEN HOMEOWNERS ASSOCIATION, INC., have hereunto set my hand this 1st day of July, 2022.



Gabriel Hanway,
President, FOX GLEN Homeowners
Association, Inc.

State of Florida
County of Leon

Sworn to and subscribed before me this 1st day of July, 2022, Gabriel Hanway, President of FOX GLEN Homeowners Association, Inc, who is personally known to me or produced _____ as identification. *And who personally appeared*



Notary Public
My Commission Expires:



Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

June 17, 2022

Jennifer A. Winegardner, Esq.
Raybourn Winegardner Law Firm
1410 Piedmont Drive E, 2nd Floor
Tallahassee, Florida 32308

**Re: Fox Glen Homeowners Association, Inc., Approval;
Determination Number: 22099**

Dear Ms. Winegardner:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Fox Glen Homeowners Association, Inc. (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/bp/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | [www.Twitter.com/FLDEO](https://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.

Jennifer A. Winegardner, Esq.
June 17, 2022
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, BY FILING A PETITION.

A 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.

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, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.