

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF FOXMOOR VILLAGE CONDOMINIUM ASSOCIATION, INC.

I, Ray Brown, the President, of Foxmoor Village Condominium Association, Inc., an existing non-profit Florida Corporation, do hereby certify that the following attached Leasing Amendment to the Association's Declaration as recorded in Lee County Official Records Book 1535, Page(s) 757-817, was duly adopted by a majority of the Property Owners of the Development affected by said Declaration. Specifically, thirty-nine (39) affirmative wrote consents on the vote to approve the Leasing Amendment to Section 17.8, Section 18, Section 18.1, By-Law 4. (p) (q) (r) and By-Law 5. (g) (i) (j) (o) at a duly noticed Special Membership Meeting on the 3rd day of February 2010.

IN WITNESS THEREOF, the Corporation has caused these presents to be signed in its name by its President, the day and year set forth below.

WITNESSES:

FOXMOOR VILLAGE CONDOMINIUM ASSOCIATION, INC.

[Handwritten Signature]
[Handwritten Signature]

Ray Brown
Ray Brown, President

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this ____ day of May 2010 by Ray Brown, President of Foxmoor Village Condominium Association, Inc., a Florida Corporation, on behalf of the Corporation, who is personally known to me and did take an oath.

Witness my hand and official at Fort Myers, in the County of Lee, and the State of Florida, the day and year last aforesaid.

My Commission Expires:

Jennifer Peterson
Notary Public
Jennifer Peterson
Print Name



EXPLANATION OF PROPOSED ADMMENDMENTS
FOXMOOR VILLAGE CONDOMINIUM ASSOCIATION

~~STRIKE THRU DENOTES DELETIONS~~
UNDERLINING DENOTES ADDITONS

DECLARATION

17.8 Leases. In those instances requiring compliance with Florida Statute 718.110(13) the following conditions shall apply:

17.8(1) Leasing of units is restricted to those current unit owners currently leasing or renting said unit as of the date of recording of this approved Amendment. Such unit owners shall be permitted to continue to lease or rent said unit until ownership interest in the unit is sold, conveyed, or transferred in any other manner. At that time the new owner of record shall not be permitted to lease or rent said unit.

Section 17.8(2) any owner of record occupying a unit shall not be permitted to lease or rent such unit effective as of the date of recording of this approved Amendment.

17.8(3) In such instances where leasing is permitted pursuant to 17.8(1) no portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document, or instrument governing or affecting the Condominium. Leasing of Units shall also be subject to the prior written approval of the Association (which approval shall not be unreasonably withheld). No lease shall be approved for a term less than ninety (90) days. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Unit therefore, The Association shall require All leases ~~shall also~~ comply with and be subject to the provisions of Section 18 hereof and shall be, and are hereby made, subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. The Board may elect to waive or not to enforce the provisions of this Section 17.8 in any given case or cases, provided no such intentional waiver or failure to enforce shall thereafter prevent the Board from enforcing these provisions in the future in any given case or cases. The Association shall require a deposit in an amount to be determined by the Board of Directors to insure payment of such specified damages. Additionally, an application fee in amount not to exceed \$100.00 shall be required.

17.9 Exterior Improvements; Landscaping. Without limiting the generality of Section 9.1 or 17.4 hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, balconies, or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures, and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass, or other plant life outside his Unit, without the prior written consent of the Association.

17.10 Parking. Owners of a Unit will have exclusive use of one (1) assigned parking space; guest parking will be provided in Common Elements.

17.11 Effect on Developer; Association. The restrictions and limitations set forth in this Section 17 shall not apply to the Developer or to Units owned by the Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.

18. Selling, Leasing and Mortgaging of Units. No Unit Owner ~~other than the Developer~~ may sell ~~or lease~~ his Unit except by complying with the following provisions:

18.1 Right of First Refusal. Any Unit Owner who receives a bona fide offer to purchase ~~or lease~~ his Unit (~~such offer to purchase or lease a Unit, as the case may be,~~ is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror", and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which he intends to accept, shall give notice by certified mail, return receipt requested, to the Board of Directors of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require. The giving of such notice to the Board of Directors shall constitute an offer by such Unit Owner to sell his Unit ~~or to lease his Unit~~ to the Association or its designee upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Unit Owner who has received such Outside Offer to the Association that such Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board of Directors may reasonably request. Not later than thirty (30) days after receipt of such notice, together with such further information as may have been requested, the Association or its designee may elect, by sending written notice to such Offeree Unit Owner before the expiration of said thirty (30) day period by certified mail, to purchase such Unit ~~or to lease such Unit, as the case may be,~~ upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

In the event the Association shall timely elect to purchase such Unit ~~or to lease such Unit,~~ or to cause the same to be purchased ~~or leased~~ by its designee, the title shall be conveyed ~~or a lease shall be executed~~ at the office of the attorneys for the Association, in accordance with the terms of the Outside Offer, within forty-five (45) days after the giving of notice by the Association of its election to accept such offer. If, pursuant to such Outside Offer to purchase said Unit, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Association may purchase the Unit and assume or take title to the Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Unit is to be sold, shall convey the same to the Association, or to its designee, by statutory warranty deed, with all tax and/or documentary stamps affixed at the expense of such Unit Owner, who shall also pay all other taxes arising out of such sale. Title shall be good and marketable and insurable, and the Offeree Unit Owner shall deliver an abstract or provide a title binder (and, subsequently, title insurance) at its expense at least thirty (30) days prior to such closing. . Real estate taxes, mortgage interest, if any, and Common Expenses shall be apportioned between the Offeree Unit Owner and the Association, or its designee, as of the closing date. ~~In the event such Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Board of Directors or to its designee a lease between the Offeree Unit Owner, as landlord, and the Association, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer.~~

In the event the Association or its designee shall fail to accept such offer, ~~or, in the case of a lease, shall fail to reject the proposed lease~~ as permitted by Section 17.8 hereof, within twenty (20) days after receipt of notice and all additional information requested, as aforesaid, the Offeree Unit Owner shall be free to accept the Outside Offer within sixty (60) days after (a) notice of refusal is given by the Association or (b) the expiration of the period within which the Association or its designee might have accepted such offer, as the case may be. In the event the Offeree Unit Owner shall not, (within such sixty (60) day period) accept, in writing, the outside Offer or if the Offeree Unit Owner shall accept the Outside Offer (within such sixty (60) day period) but such sale ~~or lease, as the case may be,~~ shall not be consummated in accordance with the terms of such Outside Offer or within a reasonable time after the date set for closing thereunder, then, should such Offeree Unit Owner thereafter elect to sell such Unit ~~or to lease such Unit, as the case may be,~~ the Offeree Unit Owner shall be required to again comply with all of the terms and provisions of this Section. Any deed ~~or lease~~ to an Outside Offeror shall provide (or shall be deemed to provide) that the acceptance thereof by the grantee or tenant shall constitute an assumption of the provisions of the Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations, and all other agreements, documents, or instruments affecting the Condominium Property or administered by the Association, as the same may be amended from time to time.

~~Any lease executed in connection with the acceptance of any Outside Offer to lease a Unit shall be consistent herewith and with the By-Laws and rules and regulations and shall provide specifically that: (a) it may not be modified, amended, extended, or assigned, without the prior consent in writing of the Board of Directors; (b) the tenant shall not assign his interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of the Board of Directors; and (c) the Board of Directors shall have the power, but shall not be obligated, to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (i) a default by the tenant in the performance of its obligations under such lease to the extent such default affects the Association in the opinion of the Board or (ii) a foreclosure of the lien granted under the Act. Such lease shall also comply with the provisions of Section 17.8 hereof.~~

~~Except as hereinbefore set forth, the form of any such lease executed by the Association or an Outside Offeror shall contain such other provisions as shall be required in writing by the Board of Directors. Any lease executed by the Association as tenant shall provide, however, that the Association may enter into a sublease of the premises without the consent of the landlord.~~

Any purported sale ~~or lease~~ of a Unit in violation of this Section shall be voidable at any time, at the election of the Association, and if the Board of Directors shall so elect; the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported tenant (in case of unauthorized leasing) or void a conveyance (in case of an unauthorized sale). Said Unit Owner shall reimburse the Association for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

The foregoing restrictions shall not apply to Units ~~owned by or leased to the Developer or~~ owned by any Institutional First Mortgagee acquiring title by foreclosure or by a deed in lieu of foreclosure. ~~The Developer and~~ Such Institutional First Mortgagees shall have the right to sell, ~~and the Developer also to lease or sublease,~~ the Units they own without having to first offer the same for sale ~~or lease~~ to the Association.

BY-LAWS

- ~~(p) Leases of the Common Elements and other Leases to which the Association is a party, if applicable.~~
- ~~(q) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.~~
- ~~(r) All other contracts to which the Association is a party.~~

5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles, or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining the Common Elements.
- (b) Determining the expenses required for the operation of the Condominium and the Association.
- (c) Collecting the Assessments for Common Expenses from Unit Owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, ~~leasing~~, or otherwise acquiring Units or other property in the name of the Association or its designee.
- (h) purchasing Units at foreclosure or other judicial sales, in the name of the Association or its designee.
- (i) Selling, ~~leasing~~, mortgaging, or otherwise dealing with Units acquired; ~~and subleasing Units leased~~, by the Association or its designee.
- (j) Organizing corporations and appointing persons to act as designees of the Association in acquiring titles to ~~or leasing~~ Units or other property.
- (k) Obtaining and reviewing insurance for the Condominium Property.
- (l) Making repairs, additions, and improvements to, or alterations of, the Condominium Property; and make repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings or otherwise.

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- (m) Enforcing obligations of the Unit Owners, allocating profits and expenses, and taking such other actions as shall be deemed necessary and property for the sound management of the Condominium.
- (n) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.
- ~~(o) Purchasing or leasing Units for use by resident superintendents and other similar persons.~~
- (o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep, and maintenance of the Common Elements or the acquisition of property; and granting mortgages on, and/or security interests in, Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum in excess of \$75,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium, pursuant to the authority contained in this subparagraph (p), is not repaid by the Association, a Unit Owner, who pays to the creditor such portion thereof as his interest in his Common Elements, bears to the interest of all the Unit Owners in the Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Unit.
- (p) Contracting for the management and maintenance of the Condominium Property; and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its power and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited, to the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association.
- (q) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings; and imposing reasonable charges for such private use.
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws, and in the Act; (ii) all powers incidental thereto; and (iii) all powers of a Florida corporation not for profit.
- (s) Suspending the right of any Unit Owner to vote and/or the right of using the recreation facilities of the Condominium as long as said Unit Owner is delinquent in the payment of Common Expenses or is otherwise in violation of the Declaration or any exhibits thereto or applicable rules and regulations.