

**AMENDMENTS TO  
CONDITIONS AND RESTRICTIONS FOR FOXCHASE SUBDIVISION  
FOXCHASE RESIDENTIAL ASSOCIATION, INC.**

1. The second and third sentences of Article V, Section 1, are deleted and in its place and stead the following is inserted:

The annual and special assessments together with penalty for late payment, if any, and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien on the property and improvements thereon against which each such assessment is made. Each such assessment, together with penalty for late payment, if any, and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment first became due and payable but such charges and liens shall run with the land or property against such property and be a continuing lien against such land or property.

2. The last sentence of Article V, Section 1, is deleted and in its place and stead the following is inserted:

Should the Association employ an attorney to collect any assessment, Association shall be entitled to collect in addition thereto all costs of collection including attorney's fees.

3. There shall be added to Article V, Section 6, at the end of the first paragraph the following sentence:

An assessment not paid by February 11 of said year shall be considered one month late; and an assessment not paid by March 11 of said year shall be considered two months late; and an assessment not paid by April 11 of said year shall be considered three months late; and an assessment not paid by May 11 of said year shall be considered four months late.

4. The first sentence of Article V, Section 7, Subsection A. is deleted and in its place and stead is inserted the following:

If an assessment is not paid on or before the date when due (being the dates specified in Section 6 hereof, unless otherwise provided by the Board of Directors), then such assessment shall become delinquent and shall, together with the penalty for late payment and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Parcel of the member which shall bind such Parcel in the hands of the then owner, his heirs, devisee, personal representatives, successors and assigns.

5. The first sentence of Article V, Section 7, Subsection B. is deleted and in its place and stead is inserted the following:

If an assessment is one month late, there shall be assessed a penalty of \$25.00 plus the amount of the assessment; and if an assessment is two months late, there shall be assessed a penalty of \$50.00 plus the amount of the assessment; and if an assessment is three months late, there shall be assessed a penalty of \$75.00 plus the amount of the assessment; and if an assessment is four months late, there shall be assessed a penalty of \$100.00 plus the amount of the assessment, and the Association may bring legal action against the member personally obligated to pay the same or foreclose its lien against such member's Parcel, in which event costs and attorney's fees shall be added to the amount of such assessments as may then be due.