Fawn Creek Condominium Association

Article 7 – Restrictions on Use and Occupancy 7.2-Ammendment

7.2a Owner occupied.

Effective date: November 26th, 2012, all units are to be owner occupied. No residential unit owner shall rent, lease or otherwise so demise any residential unit or any part therein. Owners shall not permit the use of said unit by any party other than owner or owner's immediate family member.

7.2b

An owners observance of and performance under a rental agreement, lease or other instrument granting occupancy in a residential unit in effect as of date 11/26/12 shall not be in violation of this sub paragraph (7.2a). When the existing tenants vacate their respective units, said units shall become owner occupied under this subparagraph (7.2a) irrespective of effective date of the rental agreement, lease, or other instrument granting occupancy in a residential unit.

7.2c

The Association Board of Directors in its discretion may provide a written consent for the renewal, extension, of any lease or implementation of a rental agreement.

Any owner that has received written approval from the Association Board of Directors for the leasing or rental of a unit will be responsible for the tenant/occupant to be in accordance with the rules and regulations as from time to time adopted and established to include term set forth in written approval by the Board of Directors of the Association.

Upon Association Board written approval the owner shall file with the Secretary of the Association a copy of the lease or a memorandum of lease, setting out (at minimum) the premises and terms thereof, the name, mailing address and telephone number of tenants agent, and a covenant by which the tenant obligates itself, upon penalty of termination of such lease by proceedings which may be brought by the Association, to observe the Condominium Documents. Notwithstanding to foregoing, the owner shall be responsible to the Association and each other owner for any breach of any provision of the Condominium Documents caused by the occupant. The Association will only need to deal with the owner and shall not be obligated to address any breach with the offending occupant.

Article VI – Amendment

The following by law amendment was approved by quorum of the Fawn Creek Condominium Association Inc. members on June 18, 2009.

6.2 – ASSESSMENTS

(C) At closing, buyer shall pay a one time capital contribution of two times the current assessment to the Fawn Creek Condominium Association Inc.

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ARTICLE XV - Amendment

The following bylaw amendment was approved by quorum of Fawn Creek Condominium Association members on September 5, 2005.

9.1 Rules and Regulations.

Addition:

(h) Parking Regulations Parking of vehicles by owner or owner's guest(s) is limited to the assigned unit's garage or designated driveway space. Only authorized passenger vehicles may be parked outside of the unit's garage on the designated space provided and not on lawns or in streets other than in parking areas. These vehicles must have a current license plate and registration. These vehicles must not be parked where they impede snow removal or lawn service.
No item shall remain strapped or attached to the top of an authorized vehicle while parked in the area for more than forty-eight hours.

Vehicle Type Definitions:

A. Authorized vehicle:
Passenger vehicle not to exceed a height of 75 inches or a length of 220 inches.

B. Prohibited vehicle:
Prohibited vehicles regardless of height or length include but are not limited to:

1. Any vehicle listed or sold as a "cargo" vehicle.
2. Any vehicle that does not have windows on the rear sides and/or back.
3. Full size or high top conversion vans, conversion pickup trucks, campers, RV's or any other vehicle with a camper top.
4. Boats or motorized jet ski trailers, U-Haul trailers, motor homes, or any other hitched item.

Any unauthorized vehicle may be driven into the area at any time for the sole purpose of on/off loading passengers and cargo. When such activity is suspended or completed the vehicle must be moved at once. Vehicles, trailers, or boats that are being loaded for the purpose of an early morning departure may be parked overnight on the unit's assigned parking space.

Vehicles of commercial firms providing goods or services to a resident of a unit may be brought in at any time when in the act of providing those goods and services.

PROPOSED REVISION TO ARTICLE 9. RULES AND REGULATIONS OF THE ASSOCIATION

Signs - Article 9.1D

An owner may display one standard size real estate sign while attempting to sell their unit/condominium.

No other signage shall be permitted without prior approval by the Board.

(Please refer to Page FCD-45 for original verbiage)

PROPOSED REVISION TO ARTICLE 9. RULES AND REGULATIONS OF THE ASSOCIATION

Animals- Article 9.1E

The owners of the Fawn Creek Condominiums who purchased their units prior to August 31, 2005, will continue to to comply with the current pet policy as stated in the original Fawn Creek Condominium Association rules and regulations (pages FCD-45 and FCD-46). Owners that purchase after the above date will not be allowed pets to reside in the units or property of the Fawn Creek Condominium Association, with the exception of small caged birds, or tropical fish. No owner shall raise such birds or fish for commercial purposes.

With regard to owners who purchased their units prior to August 31, 2005, and their temporary guests, droppings shall be picked up at once, put into a bag and deposited into the owner's refuse cans. This is the only acceptable way. If an owner, or owner's guest is observed leaving pet waste on the grounds, the owner will be subjected to a $50.00 fine for each occurrence.

PROPOSED REVISION TO ARTICLE 9. RULES AND REGULATIONS OF THE ASSOCIATION

Vehicles and Trailers- Article 9.1G

In addition to compliance, it is the responsibility of the owner to inform guests of the following rules regarding vehicles and trailers:

1. Only passenger vehicles not to exceed a height of 75" or a length of 220" may be parked in the area.
2. Prohibited vehicles, regardless of height or length, include (but are not limited to) the following:
    - Any vehicle listed or sold as a "cargo" vehicle
    - Any vehicle which does not have windows on the rear sides and/or back
    - Full size or high top conversion vans, conversion pickup trucks, campers, RV's, or any other vehicle with a camper top.
    - Boat or motorized jet ski trailers, U-Haul trailers, motor homes, or any other "hitched" item.
3. No items shall remain strapped or attached to the top of authorized vehicles while parked in the area for more than 48 hours.
4. Authorized vehicles shall be parked only in spaces provided and not on lawns or in streets other than in parking areas. Residents are allowed a maximum of three permanent vehicles at each condominium. Any vehicle parked on Fawn Creek Condominium Association property must have a current license plate and registration.
5. Any unauthorized vehicle may be driven into the area at any time for the sole purpose of off/on loading passengers and cargo. When such activity is suspended or completed, the vehicle must be moved at once. Vehicles, trailers or boats that are being loaded for the purpose of an early morning departure may be parked overnight in the owner's parking space.
6. Vehicles of commercial firms providing goods or services to the residents or the Association may be brought in at any time when in the act of providing those goods and services.