

DEER CREEK PHASE II, UDI, POA, CLASS I, INCORPORATED

FAWN RIDGE

OWNER'S REFERENCE PACKET

**CONSISTING OF:
RULES, REGULATIONS, GUIDELINES, MANDATES,
FEES and ENFORCEMENT PROCEDURES**

November, 2012

Updated & Revised February 13, 2021

INTRODUCTION

Welcome to Deer Creek Phase II U.D.I. P.O.A. Class I, Inc. (“Association”) more commonly known as “Fawn Ridge” where we do not consider our park a campground, but a family type experience. During the main season many activities are provided for the enjoyment of our owners. Dances, card bingo, dinners, shows, crafts, card playing and various other type activities can be enjoyed by all. Your participation and support in these events is what allows us to provide improvements to our clubhouse facilities.

During the past 20 plus years many improvements have been made based on budgetary planning to go above and beyond what is defined in the Covenants that were handed down by the Courts when we received ownership of Phase II. Your participation is paramount in promoting additional improvements

Over the years rules, regulations and guidelines have been enacted by the Board of Directors after careful review, discussion and voting by the Board taking into consideration the maximum enjoyment for all owners, families and guests understanding that “if it is not in writing it does not exist”. These are being published as part of the “Owners Reference Packet” which will be distributed to all owners beginning November 2012. As additions, updates and revisions are made they will be published on the Bulletin Boards, and a copy of the “Owners Reference Packet” will be maintained on the Fawn Ridge website.

Periodic updates will be provided as needed.

Board of Directors

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SECTION I

“FAWN RIDGE”

RULES AND REGULATIONS

In order to create an atmosphere for fair equitable compliance and harmonious understanding for all owners at Fawn Ridge the following rules and regulations have been established. All rules, regulations and established guidelines are to be adhered to by the owner, family members and guests. Violation could result in removal from the park, and/or temporary suspension of reservation privileges.

In order to use Fawn Ridge as defined in these rules an owner is an individual with a valid deed having all assessments and fees paid up to date. Non-owners have no right to use these facilities unless they are family members, or guests under the responsibility of the owner.

- 1. The speed limit within the Fawn Ridge is 10 MPH. Repeated violators will be asked to leave the park.***
- 2. Park usage is at your own risk. Fawn Ridge is not responsible for loss of, or damage to property of owners, family members and guests.***
- 3. Signs and notices may be posted on the bulletin boards and office doors if authorized by the park office. No business is allowed to operate within the park unless authorized by the park office. No business signs are to be posted on sites or RV's and absolutely no soliciting is allowed.***
- 4. Facilities are for the use of owners, family members and guest. This includes the club house, swimming pool, tennis court, shuffleboard court, horseshoe pits, bath houses, laundry, dog walk, etc. Anyone else will be considered Trespassing and may be prosecuted.***
- 5. All owners, family members and guests are to abide by all rules and guidelines established and approved by the Board of Directors.***
- 6. Smoking is not permitted in any Fawn Ridge building, including park models. All smoking material is to be disposed of properly.***
- 7. No one under the age of 16 is permitted to use the pool, tennis court, shuffleboard, or be inside the clubhouse unless supervised by an adult 18 years of age or older.***
- 8. Common courtesy needs to prevail between owners, family members, guests, Board Members and park staff. Profane, abusive and/or threatening language or aggressive actions will not be tolerated. Anyone engaging in such activity may be asked to leave the park, may be escorted by law enforcement, and may be subject to suspension of park ownership privileges as specified in the Declaration of Covenants for Deer Creek Phase II. Fawn Ridge reserves the right to evict an owner, family member or guest causing damage to park property, and in addition may hold such financially liable for damage and repair. See Section VI “Rules and Guidelines Enforcement Policy”.***

9. All pets must be restrained on a leash no longer than six (6) feet in length or in a pet enclosure at all times when outside the owners RV and may not enter any buildings, or pool area.
 - (a) Pet enclosures of no more than 30 inches in height, are permitted but must be on the concrete pad.
 - (b) Noisy or aggressive breeds such as Rottweilers, Dobermans, Pit Bulls or dogs weighing over 40 pounds are not allowed within the park. Owners with dogs over 40 pounds preceding 2003 with no aggressive history are allowed until their demise. Exception would be service dogs with papers indicating such. No dogs are allowed around food preparation or serving, or pool area.
10. Owners are responsible for picking up animal droppings and depositing them in a trash receptacle. A dog walk has been made available for pet owners. Keep your pets from using other campers sites in order to maintain harmony with your neighbors. Only dogs belonging to UDI Owners are allowed in the Park.
11. In case of emergency, the Park Office is authorized to have any RV or vehicle removed without notice or liability.
12. Check out time is no later than 10:00 AM for both campsites and park models. Check in time is 10:00 AM for campsites and 2:00 PM for park models. Exception would be an unplanned situation approved by the Park Office.
13. Parking on empty sites is prohibited unless approved by the Park Office.
14. Utilizing park utilities for washing of recreational vehicles or passenger/tow vehicle may be done only after paying a charge as set forth on the fee schedule. A cone is to be placed on the owner's site until washing is complete. Upon completion return the cone to the park office. Failure to pay the appropriate Fee will result in a fine.
15. Fawn Ridge is a two (2) week-in and one (1) week-out park. Providing space is available week-out leasing is permitted. Park model "week-out" leasing is allowed using same criteria as site leasing. *See Leasing "Week Out" Guidelines.*
16. Fawn Ridge is a right to use park, therefore owners cannot sell, rent or give time to another person, except as follows:
 - (a) Family and Guests, with 7 days advance notice after all buyouts had been satisfied, will be permitted on RV Site #103 through Site #141 only on the north side of the road March 15th through January 31st. RV Site cost for the Family and Guests are listed in the fee schedule. Park Models with owners making the reservation have no calendar limitation .
 - (b) Under any simultaneous situations the owner must be accommodated first.
 - (c) An owner may leave their unit unoccupied for a maximum of *4 nights per reservation* after notification of the Park Office, unless such unit is in storage, or under an Emergency Medical Situation as approved by three (3) Board Members maximum of 6 weeks. An emergency situation is considered an event that is not planned or was unexpected. No storage for "Emergency" purposes.

17. Reservations can be made no more than 90 days in advance and no less than 7 days in advance. Exception being when there are less than 60 spaces occupied, the Park Office can allow owners in with less than 7 day notification, excluding January, February and March. Only three reservations may be on the books at the same time. Camp site reservations must be canceled at least 24 hours in advance of the reservation. Failure to cancel will result in voiding the reservation and will incur a "failure to cancel fee". If you need to delay your arrival due to illness, travel delays, breakdown, etc. you will need to notify the Park Office of the later arrival. This WILL NOT extend the length of your reservation.
18. No reservation shall be used to store a vehicle, or RV.
19. Owners must make reservations for family members and guest. They may not have more than two (2) reservations at a time. Simultaneous owner reservation request will be given preference over family members and guest reservations and rentals. The Owner is responsible for Family and Guests.
20. Open handicap sites may be utilized for those with proper handicap documentation papers on file at the Park Office.
21. Reservations for park models can be made no more than ninety (90) days in advance for owners and sixty (60) days in advance for family members and guests and include a deposit as per fee schedule that is not refundable unless canceled at least thirty (30) days in advance of the reservation. All family member and/or guest reservations must be made by the owner.
22. No one can use two (2) deeds consecutively and stay in the park over the two(2) week-in time frame.
23. ALL ASSESSMENTS, DUES AND ANY OTHER MONIES OWED MUST BE PAID BEFORE RESERVATIONS CAN BE MADE, THE PARK CAN BE ENTERED, OR ANY FACILITIES CAN BE USED.
24. Everyone must check in at the office upon entering the park to begin a reservation, buy-out leasing or storage; and deposit your site card in the designated receptacle upon leaving at the end of your reservation, buy-out leasing or storage. Failure to do such will result in going to the end of the line to check back in.
25. On site storage is made available on designated sites from March 15th through January 3rd. Failure to have your unit out of storage by January 4th will result in a "late fee" per day and possible loss of storage privileges. "Reference Storage Authorized/Unauthorized Guidelines"
26. All trailers, car dollies and extra vehicle are to be placed along the fence on the south side of the road with a site card attached. No such trailers, dollies, or extra vehicles are to be stored by individuals not on a reservation.
27. All accounts are to be paid when due. There is a 10% late charge on any account past due 30 days, and an additional 10% late charge at 60 days. Accounts past due 90 days may be turned over to a collection agency.
28. We are allowing outside drying of laundry based on the following restrictions. Ladder drying racks and folding drying racks positioned to the rear of the RV may be utilized. No articles for drying may be hung from RV awnings, RV handrails, or fences. NO CLOTHESLINES ARE PERMITTED.
29. Saving of sites is not allowed at any time for anyone.
30. Once a site has been chosen and assigned, that person must remain on that site until the end of their reservation, or buy-out. Exception would be in the event of a non-immediate repair due to a utility problem. Once a site is chosen and assigned moving to another site is prohibited.
31. *Quiet hours are from 10:30 PM until 7:30 AM*

32. According to the covenants no outside storage buildings are permitted and no tents are allowed.
33. Major repairs to RV's and other vehicles are not allowed, except by professional licensed and insured mobile RV repair service, automotive repair or cleaning service. Any repair that could prevent unit from moving at the end of a reservation or buyout week, or could pose a possible environmental hazard or damage to the site will be considered a major repair. Classification of repairs are to be made by office personnel and/or board of directors on a case by case basis as needed.
34. Cable TV service is not supplied by Fawn Ridge. Any owner that wishes to have cable TV services need to contact a local cable provider to have service connected, and the owner will be responsible for any fees and charges paid directly to the cable company.
35. "Maintenance Fees" are *as approved by the Board of Directors.* If the owner pays quarterly there is an initial set up fee. If the owner desires to pay quarterly they must notify the office by January 31st. If any quarterly payment becomes delinquent the remaining Maintenance Fee is due in full. If the owner has not signed up to make quarterly payments the Maintenance Fee plus a late fee of 10% will be charged after January 31st and after February 28th the Maintenance Fee plus an additional late fee of 10% will be charged.
36. The entrance gate will be kept closed all the time, except for check-in time, and on the evenings of organized activities, with office approval.
37. Rental of the clubhouse is permitted from April 15th through October 15th, as approved by the Activities committee and / or Board of Directors. The per day cost is set forth on the fee schedule. Persons renting are responsible for cleanup, leaving everything as they found it, and liable for any damage that may be caused.
38. Only one recreational vehicle will be allowed on a site at any time.
39. Fawn Ridge may establish a "User Fee" as approved by the Board of Directors.
40. The Park Office will keep one (1) site available for emergency situations as defined in Item 16 (c)
41. The swimming pool is for the enjoyment of owners, their family and guest. No glass containers are permitted in the pool area and no swimming is allowed after dark. The pool closes at dusk. Posted rules at the pool are to be followed. No lifeguard is on duty, you swim at your own risk.
42. In order to maintain a safe, healthy and desirable looking atmosphere within "Fawn Ridge" all disposables and garbage items are to be deposited in the dumpster. The small trash containers by the Bath House are not for this purpose. Leaving such items on your site will not be tolerated. This includes keeping your site and unit in a desirable looking condition.
43. Once an owner sells their deed they no longer have rights to use the facilities in Fawn Ridge, they need to turn their keys/remote into the office, and if justified receive a refund for such. Ex-owners are always welcome to attend special functions such as dinners, Saturday breakfast, card bingo, plays and etc. Ex-owners may come into the Park and use the facilities as a guest when invited by an existing owner who is presently staying in the Park.
44. *Changing oil/draining radiators/leaking vehicles/etc. is prohibited and you will be charged for cleaning the site.*
45. Absolutely no washing or drying of pet blankets in the Parks laundry equipment.
46. No personal mail will be given to another person unless the "Mail Authorization Form" is filled out authorizing such. Mail will be saved for owner's having a reservation recorded only.
47. Only propane fires will be permitted in the park. No other open fires are allowed.

THE CONTRACTUAL WORKERS HAVE THE AUTHORITY TO ENFORCE THE RULES AND REGULATIONS AS PROVIDED AND INSTITUTED BY THE BOARD OF DIRECTORS

ANY VIOLATIONS OF RULES, REGULATIONS AND GUIDELINES BY ANY OWNER, FAMILY MEMBER OR GUEST NEEDS TO BE REPORTED TO THE PARK OFFICE

CONTINUAL VIOLATION OF RULES AND REGULATION MAY INVOLVE THE LOSS OF RESERVATION PRIVILEGES

OWNERS, FAMILY AND GUESTS ARE RESPONSIBLE FOR ANY DAMAGE COSTS.

SECTION II

“FAWN RIDGE”

LEASING “WEEK OUT/BUY OUT” GUIDELINES

The purpose of these guidelines is to provide an equitable, fair and smooth system for owners on a scheduled reservation, or “buy-out” leasing. The Covenants describe leasing as an option and privilege. The Covenant and Restrictions clearly states that after fourteen (14) days the owner must vacate the park for a period of seven (7) days. The Board is providing this privilege, and has the right to rescind this privilege with no advance notice.

1. An owner must sign the “buy-out” log book in the office no more than 14 days in advance of the lease week. Telephone requests will not be accepted.
2. Only one (1) request can be on the log book at a time.
3. *Buy-out Fees are listed in the fee schedule.*
4. Seven (7) days of leasing will count as one stay in determining the number of times an owner has used “buy-out” leasing. Days spent in the Park during your “buy-out” are considered your seven (7) days out and will not affect your reservation schedule.
5. Guidelines for sites utilized for “buy-out” leasing will be based on the “Regular Season” (Apr. 1st through Dec. 31st) and the “Peak Season” (Jan. 1st through Mar. 31st). During the “Regular Season” sites shall be utilized for leasing based on priority and availability with selection by the owner. During “Peak Season” Site 103 through Site 131 on the north and south side of the road (28 sites) can be utilized for leasing based on priority and availability with selection by the owner. Additional buy-out sites may be used after all buy-out sites have been filled, if available. The next open site to be assigned by the office.
6. Due to owners coming into the Park on reservation’s, an owner on a “buy-out” may request of the Park Office 7 days in advance of their “buy-out” if they can have the requested buy-out. Remember that owner’s can make reservations seven (7) days in advance. Site selection cannot be made until the morning of the “buy-out”, unless the site is specified by the Office.
7. Priority of buy-out availability will be determined by the date and time the owner signed the log book. Also, priority is determined by the number of lease times the owner has used this season. Example: Zero has priority over one, one over two, two over three, etc.
8. On the morning of their “buy-out” the owner will vacate their reservation site by 10:00 AM and take their site card to the office and leave the Park. They may commence check-in for their “buy-out” at 10:00 AM and select their site based on available “buy-out” sites.
9. At the end of their lease “buy-out” period the owner shall exit the Park by 10:00 AM. They may re-enter the Park on their reservation at 10:00 AM.
10. No owner shall move their recreational vehicle directly from their lease “buy-out” site to a reservation site without first leaving the park and checking back in.
11. *Based on the low volume of RV’s utilizing the Park from May 1st to November 1st Owners going from a Buy-out to a Reservation/Reservation to a Buy-out do not have to move their unit from the site, for a maximum of five weeks.*

12. It is acknowledged that Jack Cornwell and Joanne Cornwell, his wife, ("Cornwells") are original owners. Lot 183 is a very difficult lot unto which to maneuver a motor home or other RV and therefore Lot 183 is usually vacant. The Cornwells have historically utilized and chosen Lot 183 and have an RV unit that they can maneuver onto Lot 183 with little difficulty. Therefore, because of the fact that the Cornwells are elderly, are original owners in the Park, and their unit can be maneuvered on Lot 183 with little difficulty and Lot 183 is usually vacant; so long as there is no demand or request by any other owner to utilize Lot 183, the Cornwells will be permitted to utilize Lot 183 and will not be obligated to remove their unit from the Lot during the normal Buy Out week. The Cornwells, however, will be obligated to continue to pay rent during the normal Buy Out week. This rule will be in effect so long as there is no objection or demand for use of Lot 183 by any other Owner. The foregoing rule will also be in effect during both Peak Season and Regular Season.

SECTION III

“FAWN RIDGE”

STORAGE-AUTHORIZED/UNAUTHORIZED

Storage is a privilege provided to Fawn Ridge owners for the purpose of placing their unit in short and long term storage on designated sites and during the time frames specified.

1. ***Storage will be allowed from March 15th until January 4th. No storage shall be permitted during “peak season” from January 4th through March 14th. Owners who fail to have their unit out of storage by January 4th will be charged late fee per day, and could lose storage privileges.***
2. ***RV Storage by the Park Manager/Assistant Manager beginning with site #103 and progressing through site #135 on both north and south sides of the road with exception of site #119. This site will not be used for storage and will remain available for use by members throughout the year. Exceptions only with Board approval.***
3. ***Storage fees are charged per day by type selected: Site fee (No Electricity), Site fee (Electricity No A/C), Site fee (Electricity with A/C) Rates are set by the board of directors, and listed in the fee schedule. Note: Any Unit that is being stored “Electricity No A/C” and is found to have their A/C operating will be charged the “Electricity with A/C” rate for the entire period.***
4. ***No unit can be stored on any site not designated for storage.***
5. ***Any owner in the Park under a reservation that is planning to store their unit short term (30 days or less) shall notify the Park Office upon coming in on their reservation for plans to store their unit so they may be placed on a site designated for storage. Otherwise, they will need to move their unit to a storage site at the end of their reservation.***
6. ***An owner that is set to place their unit in storage may move their unit to their storage site the day before their storage begins, and may stay in their unit that night only. Likewise, they may continue their incoming reservation on that site.***
7. ***It is highly recommended that any owner that will be leaving their unit unoccupied for a period of time should disconnect, or turn off the water to their unit. This could be highly beneficial in preventing damage to their unit due to line breakage, or leakage.***
8. ***Storage shall ***not be utilized to extend reservations, or in place of Leasing/Buyouts.******
9. ***RV’s placed in storage for more than two weeks shall retract all slide outs so as not to interfere with mowing. RV is to be pulled forward positioned on the concrete pad as not to extend over the grass.***
10. ***No Family, or Friends are allowed to stay in the owner’s RV while in storage.***
11. ***Storage of utility trailers, dollies, motorcycle trailers and extra vehicle are to be stored in the designated storage area and is for “on-site” owners only. A copy of the “registration” if available shall be provided to the Park Office. A copy of the site registration card is to be placed on the vehicle.***
12. ***ALL OWNERS PUTTING THEIR UNIT IN STORAGE MUST READ AND SIGN THE “STORAGE RULES FORM”***

SECTION IV

“FAWN RIDGE”

RULES FOR USE OF THE CLUBHOUSE

The Board of Directors authorized the formation of an Activity Committee on December 12, 2003 to develop and govern activities and use of the Clubhouse with each officer serving a two year term.

1. Officers of the Activity Committee shall be made up of a Chairman, Secretary and Treasurer. Present names of the individuals holding these offices will be posted on the Clubhouse Bulletin Board.
2. The Clubhouse is for the exclusive enjoyment of all owners in good standing and their guests 24 hours a day, 7 days a week, unless otherwise posted.
3. All scheduled group activities must be pre-approved at least 10 days in advance by the Activity Committee before such activity can be held
4. All group activities will be scheduled exclusively by a majority decision of the Activity Committee.
5. Only events published on the Activity Schedule have approval of the Activity Committee.
6. Smoking is prohibited within the Clubhouse, or any Fawn Ridge building.
7. Only authorized service dogs are permitted within the Clubhouse.
8. During any approved organized activity use of the television and computers is not allowed, unless otherwise approved by the Activity Committee.
9. Your suggestions are always welcomed by the Committee.
10. *Activity Committee Meetings are held when scheduled after the Board Meetings during the months of November through March, unless otherwise scheduled.*
11. Any conflict that may arise shall be directed to the Board, or Director in charge of Activities.
12. Major changes to these rules must be approved by the Board of Directors.

SECTION V

“FAWN RIDGE” **FEE SCHEDULE**

The Fee Schedule provides information on the various fees that are applied for the operation of Fawn Ridge, and may be revised as needed. It should be noted that all fees need to be paid before reservations can be made

MAINTENANCE FEE	\$555.00
QUARTERLY MAINTENANCE SET-UP FEE	\$25.00
LATE FEE	10% OF UNPAID BALANCE
USER FEE	\$3.00 / Day
LEASING/BUYOUT (WEEKLY) OWNER ONLY	\$125.00 + User Fees
LEASING/BUYOUT (DAILY) OWNER ONLY	\$20.00 + User Fees
<u>SITE RENTAL FAMILY/GUEST (WEEKLY) MARCH 15TH THRU JANUARY 31ST ONLY</u>	<u>\$175.00 + User Fees</u>
<u>SITE RENTAL FAMILY/GUEST (DAILY) MARCH 15TH THRU JANUARY 31ST ONLY</u>	<u>\$30.00 + User Fees</u>
STORAGE (DAILY) NO ELECTRIC	\$2.00
STORAGE (DAILY) ELECTRIC NO AC	\$3.00
STORAGE (DAILY) ELECTRIC WITH AC	\$5.00
NOTE: OWNER PAYING THE \$3.00 RATE UTILIZING AC WILL BE CHARGED THE \$5.00 RATE	
PARK MODEL DEPOSIT	\$100.00
PARK MODEL ONE BEDROOM (DAILY) OWNERS RATE	\$30.00
PARK MODEL ONE BEDROOM (DAILY) FAMILY MEMBER/GUEST RATE #	\$45.00
<i>NEW PARK MODEL ONE BEDROOM (DAILY) OWNERS RATE</i>	<i>\$40.00</i>
<i>NEW PARK MODEL ONE BEDROOM (DAILY) FAMILY MEMBER/GUEST RATE #</i>	<i>\$55.00</i>
PARK MODEL TWO BEDROOM (DAILY) OWNERS RATE	\$40.00
PARK MODEL TWO BEDROOM (DAILY) FAMILY MEMBER/GUEST RATE #	\$55.00
PARK MODEL FAILURE TO CANCEL FEE (LESS THAN 30 DAYS)	DEPOSIT
SITE FAILURE TO CANCEL FEE (LESS THAN 24 HOURS)	\$25.00
RETURNED CHECK (INSUFFICIENT FUNDS)	\$25.00
DEED RECORDING ADMIN. FEE (OWNER TO WINTER HAVEN)	\$50.00
DEED RECORDING ADMIN. FEE (OFFICE PERSONNEL TO WINTER HAVEN)	\$100.00
RV WASHING FEE (WASHING RV WITHOUT PAYING THE \$5.00 FEE WILL COST \$10.00)	\$5.00
PASSENGER VEHICLES/TOW VEHICLES WASHING FEE	No Fee
NOTARY FEE – OWNER	\$5.00
NOTARY FEE – NON OWNER	\$8.00
FAX FEE (INCOMING ONLY) PER SHEET	\$0.75

(#) OWNER MUST MAKE THE RESERVATION AND IS THE RESPONSIBLE PERSON.

NOTE: AN OWNER OWING OUTSTANDING FUNDS TO THE PARK CANNOT ENTER THE PARK, USE PARK FACILITIES, OR MAKE RESERVATIONS.

SECTION VI

“FAWN RIDGE”

RULES AND GUIDELINES ENFORCEMENT POLICY

Deer Creek Phase II U.D.I. P.O.A. Class I, Inc. (“Association”) known as “Fawn Ridge” has established rules, regulations, guidelines and periodic notices (collectively “rules”) that are voted and approved by the Board of Directors. Such documents and notices are posted on the Park bulletin boards, web site and copies may be obtained at the Park Office, and it is the responsibility of all owners, their families and guests to abide by them. The Rules have been established based on State and Federal Mandates, situations, past experiences and feedback from owners, and they are for the purpose of providing a safe, consistent and enjoyable experience for all owners and their guests. In order to provide a consistent atmosphere the following “enforcement policy” has been established, and will be enforced by the Park Administrator and the Association through its Board of Directors.

SEVERE ENFORCEMENT SITUATIONS:

- 1. Any physical, threatening, or verbal abuse directed at Park Employees, Work Campers, Board Members, family members, guests or any other owner will not be tolerated and may result in immediate removal from the Park, suspension of reservation privileges as determined by the Board of Directors, and may result in legal proceedings and other law enforcement intervention.**
- 2. The theft of Park property, other owners property, or the intentional damaging of Park property, other owners property, or the damaging of property without reporting such may result in removal from the Park, suspension of reservation privileges as determined by the Board of Directors, and may include legal proceedings and law enforcement intervention. All cost of such damage will be the responsibility of the person causing the damage to reimburse for, and no admission to the Park will be allowed until such costs for such damage have been reimbursed in full.**
- 3. The parking of an RV, or any other vehicle on an unauthorized, non-designated, or unassigned site is not permitted and may result in the owner having to remove such owner’s vehicle from the premises and may result in suspension of reservation privileges. Disregard for such rule may result in legal proceedings and other law enforcement intervention. Such guidelines are covered in the Leasing “Week Out” and Storage Guidelines.**
- 4. The continual violation of rules, regulations, guidelines, the creation of health hazard situations, or continual disturbances that provide an adverse atmosphere for other owners will not be tolerated. Such violations can result in termination of reservation privileges for a period of time determined by the Board of Directors.**

LESS SEVERE ENFORCEMENT SITUATIONS:

These violations would be considered less severe and may result in “Verbal Enforcement Notification”, or “Written Enforcement Notification”, but if continued can result in failure to allow admittance and suspension of reservation privileges depending on the severity, or with continual violations as determined by the Board of Directors not specified in the “Severe Enforcement Situations” section. Any rule or guideline that is designated in the Rules & Regulations, Leasing Guidelines, Storage Guidelines, Clubhouse Rules, or any posted notice that is not covered under the “Severe Enforcement Situations” is covered under the “Less Severe Enforcement Situations”.

DENIAL OF ADMISSION TO THE PARK:

As defined in the Covenants and By-Laws any owner who is in arrears in payment of maintenance fees, or any other monies owed will not be allowed entry into the Park. This includes any owner who is paying on a quarterly basis and is in arrears. Such owners in arrears are required to pay the remaining balance on their maintenance fee plus late fees before they will be allowed to make a reservation.

APPEALS PROCESS:

Any owner has the right to appeal any enforcement procedure which is imposed upon such owner. The owner must submit such owner’s appeal in writing not more than 48 hours after such enforcement action was taken. An Appeals Committee will be established by the President of the Association to review the appeal. The Appeals Committee will consist of two members of the Board of Directors, two owners selected by the President and the President who will be chairman of the Appeals Committee. In the event of a tie vote on the Appeals Committee, the President will cast the deciding vote. The owner making the appeal will be entitled to be present at the appeals hearing, have the right to testify, present testimony of witnesses, cross-examine witnesses and present argument either himself, or through an attorney at law.

ENFORCEMENT FEES/COVENANTS/BY-LAW DEFINITIONS:

As defined in the Association’s Covenants and By-Laws the Board of Directors has the authority to establish, revise and enforce rules, regulations, etc. for the purpose of governing the operation of the Park. Enforcement of the Covenants and these Rules and the remedies available for enforcement are set forth in the Covenants and are as provided by law. In addition, the Rules may be enforced in the manner set forth in paragraph 4 of Article IX of the covenants.

Any costs incurred by the Association related to legal fees, or any other costs in the enforcement process will be levied on the person determined guilty of the violation. Based on Article V, Paragraph 2(e) and (f) of the Covenants, the Association has the right to file a lien on the owner’s U.D.I. interest in the Park for all amounts unpaid and in arrears, the authority to discontinue the right of the violating or delinquent owner’s use of the Park, and the foreclosure of the lien resulting in the forfeiture of the owner’s U.D.I. interest in the Park to satisfy the lien for the amount due the Association. Additional actions which may be taken by the Association with respect to the owner in arrears are set forth in the Covenants at Article V, paragraph 2(h).

Article XI paragraph (g) of the Bylaws of the Association further addresses the failure to pay Maintenance Fees, and in paragraph (h) of such Articles of the Bylaws addresses interest, delinquencies, costs and attorney fees which are payable by the delinquent owner. Article XIII of the Bylaws set forth the obligation of the Board of Directors to provide written notice of any violation of the Covenants and upon passage of 10 days from such notice the owner will be in default. Article XVII sub-section (a) thru (e) of the Bylaws defines the procedure for “Liens and Lockouts”.

SECTION VII
“FAWN RIDGE”
DUTIES AND RESPONSIBILITY OF THE BOARD OF DIRECTORS

AS DEFINED IN THE COVENANTS AND BY-LAWS THE BOARD OF DIRECTORS HAS SPECIFIC DUTIES RELATIVE TO THE OPERATION OF THE PARK.

1. Each elected Board Member will serve a term consisting of two (2) years.
2. Owners seeking to become a Board Member must in writing state their desire and qualifications, along with a picture placing such information on the Office Bulletin Board, Bath House Bulletin board and provide a copy to the Office to be placed on file by December 1st.
3. Board positions shall consist of a President, Vice-President, Secretary, Treasurer and three (3) additional Board Members as assigned to positions nominated by the remaining Board Members.
4. In the event of a Board vacancy due to resignation or other circumstances the remaining Board Members are to nominate an individual to serve the remainder of the term.
5. Board Members are responsible for the operation, maintaining and enhancing of the Park.
6. The Board of Director’s are responsible for the establishment and overall enforcement of the Rules and Regulations governing the operation of the Park. They shall oversee the enforcement as written and approved. Exceptions can be made only with the approval of three (3) Board Members.
7. The Board will present a Budget for the upcoming year stating projected Income and projected Expenses to be voted on at the November Board Meeting.
8. The Board has the authority to establish Maintenance Fees, User Fees and any other Fees to provide for the operation of the Park
9. By December 15th the Board shall forward to all owners a copy of the upcoming budget, increases in fees, returnable voting voucher for upcoming election and a newsletter.
10. The Board has the authority to establish a one-time assessment to fund a specific project not to exceed seventeen (17) percent of the budget projected income.
11. It is important that Board Member’s be present for the November Board Meeting for Budget Approval, Etc. and the February Owner’s Meeting. Absence from other Board Meetings will be with the President’s approval.
12. The President, or his/her designee is responsible for overseeing the Office Personnel and functions.
13. Expenses of over \$500.00 need to be voted on and have Board approval, excluding utilities and other regular expenses. Legitimate Emergency expenditures requires the approval of three (3) Board Members.
14. Board Members have the authority to have an owner removed from the Park due to certain violations as specified in the “Enforcement Policy”.

DOCUMENTATION OF

RECEIPT OF THE "FAWN RIDGE"

"OWNERS REFERENCE PACKET"

OWNER(S): _____

DATE OF RECEIPT: _____

OWNERS SIGNATURE(S): _____

"FAWN RIDGE" REPRESENTATIVE SIGNATURE: _____

NOTE: REFUSAL TO SIGN THIS RECEIPT FORM DOES NOT ALLEVIATE THE OWNER FROM HAVING TO FOLLOW THE RULES, REGULATIONS AND GUIDELINES CONTAINED AS WRITTEN.

_____ REFUSED TO SIGN

REMARKS: _____