

BYLAWS OF THE
FAIRLAWN COURT COMMUNITY ASSOCIATION
A PLANNED COMMUNITY

ARTICLE I

The name of the corporation is **FAIRLAWN COURT COMMUNITY ASSOCIATION**, hereinafter referred to as the "Association". The principal mailing address of the Association shall be P.O. Box 386, Creamery, Montgomery County, Pennsylvania, 19430, but meetings of the Members and Directors will be held at such places as may be designated by the Board of Directors.

ARTICLE II

The provisions of the Declaration, dated March 11, 1999, and recorded in the Office for the Recording of Deeds in and for the County of Montgomery, at Norristown, Pennsylvania, in Deed Book 5269, page 1434 as amended in Deed Book 5300, page 1569, are hereby incorporated into these Bylaws and shall be a part hereof; and said Declaration shall control over any other matter or inconsistency arising between these Bylaws and the said Declaration.

ARTICLE III

The corporate seal of the Association shall be in circular form and shall bear the name of the Association and the words "Corporate Seal."

ARTICLE IV

DEFINITIONS

Section 1. The following words and terms when used in these Bylaws shall have the following meanings:

- a. **"Association" or "Unit Owners Association."** The Unit Owners Association as organized under Section 5301 of the Act, relating to organization of Unit Owners Association.
- b. **"Common Expenses."** Expenditures made by or financial liabilities of the Association, together with any allocations to reserves.
- c. **"Common Facilities."** Any real estate within a planned community, which is owned by the Association or leased to the Association. The term does not include a unit. Said facilities are intended to be devoted to the common use and enjoyment of the unit owners and the Association as herein defined.
- d. **"Plan"** shall mean and refer to the "Plan of Subdivision" for a maximum forty-seven (47) town-home community, designated on said Plan of consisting of Phase A; said Plan being prepared by Czop/Specter, Inc., dated December 22, 1987, and last revised May 9, 1997, and recorded October 19, 1998, in Plan Book A-58, page 59, and any amendments thereto. It shall also include any plats and/or plans filed pursuant to Section 5210 of the Act.
- e. **"The Properties"** shall mean and refer to all properties, both units and common facilities, as are subject to this Declaration, and which are described in Exhibit "A" to the Declaration.

- f. **“Unit.”** A physical portion of the planned community designated for separate ownership or occupancy, the boundaries of which are described pursuant to Section 5205(a)(5) of the Act.
- g. **“Unit Owner.”** A Declarant or other person who owns a unit in the planned community. If a unit is owned by joint tenants or tenants by the entirety, the joint tenants, cotenants, or tenants by the entirety shall collectively comprise a single unit owner. The term does not include a person having an interest in a unit solely as security for an obligation.

ARTICLE V

MEETING OF MEMBERS

Section 1. **Annual Meetings.** The first annual meeting shall be in October 2000 at 7:00 p.m., and each subsequent annual meeting shall be held on a designated date in October, at the hour of 7:00 p.m.

Section 2. **Special Meetings.** Special meeting of the members may be called by the Executive Board by a written notice which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

Section 3. **Notice of Meetings.** Not less than ten (10) nor more than sixty (60) days in advance of any meeting, annual or special, the President shall cause notice of said meeting to be hand delivered or sent prepaid by United States mail to the mailing address of each Unit Owner, or to any other mailing address designated in writing by the Unit Owner. Said notice of meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws; any budget or assessment changes; and, where the Declaration or Bylaws requires approval of Unit Owners, any proposal to remove a director or officer.

Section 4. **Quorum.** A quorum is present throughout any meeting of the Association if persons entitled to cast twenty-five percent (25%) of the votes, which may be cast for election of the Executive Board, are present in person at the beginning of the meeting.

Section 5. **Voting Rights.** Each Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. A Unit Owner may not revoke a proxy given under this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term.

Section 6. **Composition and Term.** Affairs of the Association shall be managed by an Executive Board composed of five (5) Directors, who need not be Members of the Association. Directors shall serve for a term of one (1) year until their successors are elected.

Section 7. **Method of Nomination.** Candidates for election shall be nominated from the floor at the annual meeting.

Section 8. **Method of Election.** Elections shall be by secret written ballot at the annual meeting. Members may cast in respect of each vacancy as many votes as they are entitled to exercise under the provision of the Articles of Incorporation and the Declaration. Cumulative voting is not permitted. Those persons receiving the largest numbers of votes shall be elected.

Section 9. **Resignation and Removal.** The unexcused absence of a Director from three (3) consecutive regular meetings of the Executive Board shall be deemed a resignation. Any

Director may be removed from the Executive Board with or without cause by a majority of the votes of the Members of the Association.

Section 10. **Vacancies.** In the event of death, resignation, or removal of any elected Director, his successor shall be selected by the remaining elected Directors and shall serve the unexpired term of his predecessor.

Section 11. **Compensation.** No Director shall receive compensation for any service he may render to the Association; however, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. **Regular Meetings.** Regular meetings of the Executive Board shall be held without notice of such place and hour as may be fixed from time to time by Resolution of the Board.

Section 2. **Quorum of the Executive Board.** A quorum is deemed present throughout any meeting of the Executive Board if three (3) Directors are present at the beginning of the meeting.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **Powers.** The Executive Board shall have the power to:

- a) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association by law, the Declaration, or any supplemental Declaration, and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the said Declaration.
- b) Employ a manager, an independent contractor, or such other employees as them deem necessary, and to prescribe their duties.

Section 2. **Duties.** It shall be a duty of the Executive Board to:

- a) In the event of any change in the annual assessment as set forth in the Declaration, the Executive Board shall fix the date of commencement and the amount of the assessment against such unit for each assessment period at least thirty (30) days in advance of such date, and written notice of the assessment shall thereupon be sent to every Unit Owner subject thereto.
- b) To suspend the right to use of the recreational facilities of a Unit Owner or Member during any period in which such Unit Owner or Member shall be delinquent in an assessment.
- c) Cause to be kept a complete record of all corporate affairs, including the Book of Resolution; to make such records available for inspection by any Unit Owner or his agent, and present an annual statement thereof to the Unit Owners.
- d) Supervise all officers, agents, and employees of the Association and see that their duties are properly performed.

- e) Upon demand at any time, furnish to any Unit Owner for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid; such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made for this service.
- f) Designate depositories for Association funds, designate those officers, agents, and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate.
- g) To take legal action as deemed appropriate and as provided for in the Declaration; cause the Common Facilities to be maintained; procure and maintain adequate liability insurance and hazard insurance on property owned by the Association; enter any mortgage agreements and obtain capital debt financing; and, subject to the provisions of this Declaration, appoint such committees as prescribed in these Bylaws.

ARTICLE VIII

OFFICERS

Section 1. **Enumeration of Offices.** The officers of the Association shall be a president, vice-president, secretary, and treasurer who shall at be at all times Directors of the Executive Board.

Section 2. **Election of Officers.** The election of officers shall take place at the first meeting of the Executive Board following such annual meeting of the Members.

Section 3. **Term.** The officers of this Association shall be elected annually by the Executive Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed, or otherwise disqualified to serve.

Section 4. **Resignation and Removal.** Any officers may be removed from office with or without cause by the Executive Board. Any officer may resign at any time giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5: **Vacancies:** A vacancy in any office shall be filled by contacting the candidates, if any, who were nominated for the board, but not elected to the board, in the order of the number of votes such candidate received. If any said candidate declines the office, then the office shall be filled by appointment of the Executive Board. The newly appointed officer shall serve for the remainder of the term of the officer being replaced.

Section 6. **Multiple Offices.** The offices of president and secretary may not be held by the same person.

Section 7. **Duties.** The duties of the officers are as follows:

- a) **President.** The president: shall preside at all meetings of the Executive Board and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all promissory notices and contracts as the Board may approve from time to time.

- b) **Vice-President.** The vice-president: shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such duties as may be required of him by the Board.
- c) **Secretary.** The secretary shall: record the votes and keep the minutes of all meetings and proceedings of the board and of the Members; maintain the Book of Resolutions; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice to Unit Owners as provided for in Article X; keep appropriate current records showing the Unit Owners of the Association together with their addresses; and shall perform such other duties as required by the Board.
- d) **Treasurer.** The treasurer shall: cause all monies of the Association to be deposited in appropriate accounts and disbursed therefrom as directed by resolution of the Executive Board; shall co-sign any promissory notes and contracts; keep proper books of account; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each full fiscal year; and shall be the chief officer responsible for the preparation of an annual budget and a statement of income and expenditures to be presented to the Executive Board and to the membership at its regular annual meetings.
- e) **Amendments to the Declaration.** The President and Secretary may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association following the appropriate amendment procedures set forth in the Declaration.

ARTICLE IX

COMMITTEES

Section 1. **Committees.** The Executive Board shall appoint such committees as it deems appropriate to carry out its purpose.

ARTICLE X

FISCAL YEAR

Section 1. **Fiscal Year.** The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XI

IDEMNIFICATION OF OFFICERS AND DIRECTORS AND LIMITATION OF DIRECTORS PERSONAL LIABILITY

Section 1. **Personal Liability of Directors.** The corporation shall indemnify to the full extent of the law, and may indemnify or agree to indemnify to the full extent required by law, any person who was or is a party, or is threatened to be made a part, to any threatened, pending, or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of that person's being or having been a director, officer, employee, or agent of the corporation or of any other enterprise at the request of the corporation. Notwithstanding the foregoing, the corporation has no obligation to purchase insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation against any liability asserted against or incurred by him in any capacity, or arising out of his status as such. Such insurance may be provided by the corporation at the sole discretion of the Executive Board.

Section 2. Limitation of Director's Personal Liability. No director shall be personally liable for monetary damages as such for any action taken, or any failure to take action unless:

1. The director has breached or failed to perform the duties of his office relating to the standard of care and justifiable reliance; and
2. The breach or failure to perform constitutes self-dealing, willful misconduct, or recklessness, PROVIDED, however, that the provisions of this section shall not apply to: (1) the responsibility or liability of a director pursuant to any criminal statutes; or (2) the liability of a director for payment of taxes pursuant to local, state, or federal law.

Section 3. Standard of Care of Directors and Justifiable Reliance to Directors. A director shall stand in a fiduciary relation to the corporation and shall perform his duties as a director, including his duties as a member of any committee of the board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinance prudence would use under similar circumstances. In performing his duties, a director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: (1) one or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters present; (2) counsel, public accountants or other persons as to matters to which the director reasonably believes to be within the professional or expert competence of such person; (3) a committee of the board of upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the director reasonably believes to merit confidence. A director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted. In discharging the duties of their respective positions, the Executive Board, committee of the board, and individual directors may, in considering the best interests of the corporation, consider the effects of any action upon employees, upon suppliers and customers of the corporation, and upon communities in which offices or other establishments of the corporation are located, and other pertinent factors. The consideration of those factors shall not constitute a violation of the foregoing duties of the directors as set forth herein. Absent breach of fiduciary duty, lack of good faith, or self-dealing actions taken as a director or any failure to take any action shall be presumed to be in the best interests of the corporation.

Article XII

Amendment

Section 1. These Bylaws may be amended by:

- a) A vote of four (4) directors at any meeting of the Executive Board duly called for that purpose, providing notice of the meeting has been given to the Unit Owners at least thirty (30) days prior to the meeting; or
- b) At the annual meeting of the Unit Owners by a vote of the majority of the votes of the Unit Owners who are voting in person or by proxy.

Section 2. In the case of any conflict between these Bylaws and the Declaration, the Declaration shall control; and in the case of any conflict between the Declaration and the Articles of Incorporation, the Declaration shall control.

Adopted March 1999

RESOLUTION NO. _____

FAIRLAWN COURT COMMUNITY ASSOCIATION

A RESOLUTION AMENDING THE BYLAWS OF THE FAIRLAWN COURT COMMUNITY ASSOCIATION ARTICLE V, SECTION 1 TO PROVIDE FOR THE SETTING OF THE DATE FOR THE ANNUAL MEETING.

BE IT RESOLVED by the Directors of the Executive Board ("Board") of Fairlawn Court Community Association, in the Township of Skippack, County of Montgomery, Pennsylvania, pursuant to ARTICLE XII of the Bylaws of said Association; and

WHEREAS, the Board has the power to exercise for the Association all powers, duties, and authority vested in or delegated to this Association by law and the Declaration not reserved to the membership by other provisions of the Bylaws, the Articles of Incorporation or the Declaration; and

WHEREAS, the Board desires to try to increase participation in the annual meeting and has found it necessary to schedule the annual meeting at a time most convenient to as many members as possible; and

WHEREAS, the Board has found participation in the annual meeting as scheduled to be lacking.

NOW THEREFORE, the Executive Board of Fairlawn Court Community Association hereby resolves as follows:

Article V, Section I of the Bylaws of the Fairlawn Court Community Association is amended in its entirety to read as follows:

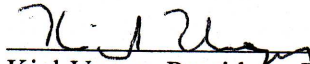
Annual Meetings. The annual meeting shall be held on a date and at a time designated by the Executive Board. Notice of said meeting shall be provided to each Unit Owner pursuant to Article V, Section 3, hereinbelow.

RESOLVED, this 24th day of JUNE, 2008.

**EXECUTIVE BOARD OF
FAIRLAWN COURT
COMMUNITY ASSOCIATION**

ATTEST:


Secretary


Kiel Unger, President, Executive Board Of
Fairlawn Court Community Association

FAIRLAWN COURT
COMMUNITY ASSOCIATION

RULES AND REGULATIONS

Architectural Controls

No building, fence, wall, or other structure shall be commenced, erected, maintained, or restored upon the properties, nor shall any exterior change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same have been submitted to and approved in writing as to the harmony of the external design and location in relation to surrounding structures and topography by both Skippack Township and the board. In the event said board, or its designated committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be consistent with those established by the developer. This Article shall not apply to Declarant during the course of initial development.

Exterior colors shall be consistent with those established by the developer. The following colors are approved:

<u>Siding</u>	Pearl by VIPCO
<u>Front Door</u>	Wineberry by MAB
<u>Shutters</u>	Wineberry
<u>Roof Shingles</u>	Weather Wood by CertainTeed North Gorski Lane Annex uses Prestique Weatheredwood by Elk
<u>Stone</u>	Bucktown Rubble

All exterior surfaces including but not limited to decks, siding, windows, roofs, shutters, driveways, and walkways are to be kept in good repair.

Use and Structures

No unit shall be used other than for residential purposes, including uses accessory thereto, as permitted by the applicable Skippack Township Zoning Ordinance. No building shall be altered, erected, placed, or permitted to remain on any unit other than one attached single family dwelling of the same dimensions as the house originally constructed on the unit by the Declarant. No detached garage, carport, doghouse, or accessory building may be erected. No attached addition to the dwelling may be erected. No dwelling or any part thereof shall be used for any other purpose except as a private dwelling for one family, nor shall any business of any kind be conducted therein. A business shall be defined to also include those uses commonly known as accessory uses in the applicable zoning ordinance. No motor vehicle other than a private (passenger) vehicle shall be parked on any parking space in residential areas. No business or trade of any kind or noxious or offensive activity shall be carried on upon any unit, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No large boat, trailer, shack, or other structure shall be located, erected, or used on any unit, (temporarily or) permanently. Small boats, (such as canoes and kayaks), tents, and trailers (only those that will fit in the driveway), shall remain on the property for no longer than forty-eight (48) hours. No sign of any kind shall be displayed to the public view on any dwelling or unit except one-family name sign of not more than seventy five (75) square inches, or one temporary sign of not more than five (5) square feet, advertising the property for sale or rent. No such sign shall be illuminated. No fences are permitted in the front yards, but may be permitted in the rear

yards with the approval of Skippack Township and the board. Rear decks, patios, fences, and sheds (a storage building or structure containing more than fifty (50) cubic feet) are permitted with the approval of Skippack Township and the board. Fences shall not exceed four (4) feet in height and may be painted in only the following colors: white, beige (almond) or wood tone stain.

Easements

Perpetual easements for the installation and maintenance of sidewalks, sewer, water, gas, and drainage facilities, for the benefit of the adjoining landowners and/or the municipality and/or municipal or private utility companies ultimately operating such facilities, are hereby reserved. Also, easements in general in and over each unit for the installation and maintenance of electric, gas and telephone facilities are similarly reserved herein. If ingress or egress to any residence is through the common facilities, any conveyance or encumbrance of such area shall be subject to the unit owner's easement for the ingress or egress.

Utility and Drainage Facilities

All areas designated on the plans as utility and/or drainage facilities, including retention basins, shall be used solely for this purpose. There shall be no further subdivision of such areas. The association shall maintain all landscaping within these areas, whether natural or installed.

Antennae

No radio, television, similar tower, or antennae shall be erected on any unit or attached to the exterior of any dwelling unless written application therefore is submitted to the executive board and written approval granted therefor. Request for satellite dishes must be submitted to the board of directors and approved by the board in accordance with their current policy and FCC regulations.

Laundry Lines

Laundry poles and lines outside of houses are prohibited except one portable laundry dryer, not more than seven (7) feet high. This dryer may be used in the rear yard of the dwelling, and shall be removed from the outside when not in actual use.

Storm and Screen Doors

Any style is acceptable as long as the color is white or beige. No other color is acceptable.

Roof Fans

Roof fans may be installed as long as they meet the board's requirements. Board approval must be sought before installing a roof fan.

Outdoor Lighting

Front and/or back door lights may be replaced as long as they are either brass, black, or antique black in color. Replacement lights must keep within the harmony of existing lights throughout the community. Board approval must be sought before installing an outdoor light.

Air Conditioners and Window Fans

Window air conditioners or window fans that protrude past the window screen are not permitted.

Seasonal and Holiday Decorations

All seasonal and holiday decorations must be removed in a timely fashion. Holiday decorations are to be removed within thirty (30) days of the occasion (weather permitting).

Parking and Automobile Repair

Each unit has two (2) spaces within the unit boundaries for the owner's exclusive parking. Inoperable vehicles, expired inspection, or unregistered vehicles are not permitted on the property or on the streets and will be removed at the expense of the owner. Public parking areas are not to be used for storage of vehicles. Vehicles illegally parked will also be towed at the owner's expense. No major auto repairs will be done on any property. Vehicles cannot be in disrepair or positioned on blocks, lifts, or jack longer than overnight. Any car parked in a manner that blocks another car or driveway may be towed at the owner's expense. There shall be no parking in the Red Oak Court or the Elm Road Court cul-de-sac. There shall be no parking behind cars parked in the driveways on Red Oak Court or Elm Court. There shall be no parking on any sidewalk in the community

Pets

No pet is to be left loose outside the owner's premises. All pets must be walked on a leash. No pet is to be confined outside unattended. Pets that disturb the peace cannot be left unattended. It is the owner's responsibility to clean up after the pet in neighbor's property and common areas.

Landscaping

The planting of shrubbery and flowers within property boundaries is permitted and encouraged. Each homeowner is responsible for maintaining the shrubbery and flowerbeds to insure they are free of debris and weeds. Vegetable gardens are permitted in the rear of the property only and shall be maintained. Individual homeowners are prohibited from planting on the common areas.

Lawn Mowing

The association shall enter into an annual contract for the lawn maintenance and landscaping of all common facilities of the association. The unit owner shall mow and trim all lawn areas located within the unit boundaries. This includes all areas along curbs, sidewalks, and fences. Grass is not to grow taller than six (6) inches between mowings. Grass clippings are not to be left on sidewalks or streets after lawn-mowing. The lawn-mowing season shall be between April 15 and November 30 of each year.

Snow Removal

The individual unit owner shall be responsible for the shoveling of snow from walkways located within the unit boundaries. Snow and ice is not to be shoveled onto the roadways, thus causing driving hazards. Snow and ice is not to be piled across the sidewalk, thus causing a blockage, which prevents a clear walking path. The association shall be responsible for the removal of snow from any common elements as needed. All snow and ice removal shall be made within twenty-four (24) hours after the end of each snowfall. Any snow or ice that melts and then refreezes shall be removed or treated to prevent slippery walking surfaces.

Trash Removal

Garbage and rubbish shall not be dumped or allowed to remain on any property. The executive board shall contract on behalf of the Association for trash removal for all members of the Association. The collection of trash shall be in accordance with the regulations of the collecting agency. The contract between the collection agency and the Association may be reviewed from time to time.

Trash receptacles and recycle containers are not to be left on the roads. Receptacles may be placed at curbside the day prior to trash collection and must be placed on the owner's property, no lower than the top of the parking area, the evening of trash collection day. Trash that does not fit in the receptacle shall not be placed outside the residence in any type of container prior to collection day.

Enforcements

Reporting Violations

Complaints concerning violations by a unit owner or tenant must be submitted in writing to the board. All complaints sent via mail must be signed, and complaints sent via email must contain the unit number and street name. The complaint must be in sufficient detail to determine whether a violation occurred.

Investigation

When possible, a representative of a committee or a member of the board, or managing agent shall investigate the complaint to determine whether there is reasonable cause to believe that a violation has occurred.

Violation Notices

If a violation exists, the association will send a written notice describing the violation to the owner and/or tenant and instruct them to correct the violation within set guidelines. If the violation is not corrected within the timeframe provided, or if a second complaint is received, a second written notice will be sent. This notice will also provide a provision for a hearing, if requested by the owner or tenant, and indicate the fine or other penalties the board assessed.

Hearing

Owners and tenants have the right to a hearing, which could either be conducted by a committee appointed by the board, or by the board. If a hearing is requested, the association shall provide notice as to the date, time, and place of the hearing. The purpose of the hearing is to allow the owner/tenant to explain their action and attempt to resolve the problem.

Fines and Penalties

If an owner or tenant does not comply with the initial notice, the board may impose fines and/or penalties. The penalties could include an assessment of the fine and hiring an outside contractor at the owner's expense. Depending on the seriousness of the violation, the fine assessed could be enacted for each incident or a charge assessed each day the violation remains uncorrected. The board has full authority in establishing the amount of the fine assessed and contracting an independent contractor to correct the situation. The amount assessed is due upon receipt of notice.

Non-Compliance

In the event that an owner or tenant does not comply with the violation notice and/or does not pay the amount assessed by the association, the board may take legal action against the owner for collection of the fines and compliance with the association's documents.

Any expenses associated with the legal action and the collection of fines assessed including court costs, attorney fees, etc., which may be incurred by the association shall be added to the complaint and become the responsibility of the owner to pay. If a judgment awarded by the court remains unpaid, the board may place a lien for the amount of the judgment, plus costs, against the owner's property.

Note: The association's documents include, but are not limited to, the Declaration, By-Laws, Rules and Regulations, and any Resolution or Amendment adopted by the board or membership.

Enforcement Procedures

Pursuant to "Article XII Amendment", Fairlawn Court Community Association hereby adopts the following procedures and schedules of fines for violation of the Declaration, By-Laws, or Rules and Regulations established for Fairlawn Court:

- 1) Upon discovery of any violation of any provision of the Declaration, By-Laws, or Rules and Regulations, the Board of Directors or their designated agent will send a written notice of the violation or violations to the unit owner. Except where immediate action is required, the written notice shall direct the unit owner to correct or abate the violation within seven (7) days.
- 2) If the violation is not corrected within the seven (7) days or immediately if it is a violation that must require immediate action as designated, the Board will impose a fine of:
 - a) First Offense--\$25.00
 - b) Second or subsequent offense—\$50.00
 - c) Written notice of the fine shall be sent to the unit owner of the fine. The unit owner shall pay the fine within ten (10) days or shall request a hearing from the Board of the violation within the same ten (10) days. If the unit owner does not make a timely request, the Board shall not be obligated to have a hearing and the fine shall become final.
 - d) If the unit owner makes a timely request in writing for a hearing to the Board, all enforcement actions shall be stayed pending the hearing and decision of the Board.
- 3) There is a class of violations which demand immediate action. They shall be corrected immediately upon delivery of the violation notice in writing. They are not subject to the seven day correction service. They are: Snow and ice removal from sidewalks or throwing snow and ice onto the streets, auto repair and towing offenses, trash receptacle placement, recycle container placement, laundry lines, pet control and cleanup.

Fines for violations listed for immediate action will be assessed at the rate of \$25.00 per day until the violation is corrected.

AMENDMENTS to Fairlawn Court Rules and Regulation

Trash Removal

Garbage and rubbish shall not be dumped or allowed to remain on any property. The executive board shall contract on behalf of the Association for trash removal for all members of the Association. The collection of trash shall be in accordance with the regulations of the collecting agency. The contract between the collection agency and the Association may be reviewed from time to time.

Trash receptacles and recycle containers are not to be left on the roads. Receptacles and recycle containers may be placed at curbside the day prior to trash collection and must be placed on the owner's property no lower than the top of the parking area, the evening of trash collection day. Trash that does not fit in the receptacle shall not be placed outside the residence in any type of container prior to collection day. .

Snow Removal

The individual unit owner shall be responsible for the shoveling of snow walkways located within the unit boundaries. Snow and ice is not to be shoveled onto the roadways, thus causing driving hazards. Snow and ice is not to be piled across the sidewalk, thus causing a blockage, which prevents a clear walking path. The association shall be responsible for the removal of snow from any common elements as needed. All snow and ice removal shall be made within twenty-four (24) hours after the end of each snowfall. Any snow or ice that melts and then refreezes shall be removed or treated to prevent slippery walking surfaces.

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- 2) If the violation is not corrected within the seven (7) days or immediately if it is a violation that must require immediate action as designated, the Board will impose a fine of:
 - a) First Offense--\$25.00
 - b) Second or subsequent offense—\$50.00
 - c) Written notice of the fine shall be sent to the unit owner of the fine. The unit owner shall pay the fine within ten (10) days or shall request a hearing from the Board of the violation within the same ten (10) days. If the unit owner does not make a timely request, the Board shall not be obligated to have a hearing and the fine shall become final.
- 3) If the unit owner makes a timely request in writing for a hearing to the Board, all enforcement actions shall be stayed pending the hearing and decision of the Board.
- 4) 3) There is a class of violations which demand immediate action. They shall be corrected immediately upon delivery of the violation notice in writing. They are not subject to the seven day correction service. They are: Snow and ice removal from sidewalks or throwing snow and ice onto the streets, auto repair and towing offenses, trash receptacle placement, recycle container placement, laundry lines, pet control and cleanup.

Fines for violations listed for immediate action will be assessed at the rate of \$25.00 per day until the violation is corrected.