



Dear Fawn Ridge Neighbors,

As your Board of Directors, we have proposed the enclosed Amendments to the Statements of Commitment for the entire community.

We would encourage all to read over the amendments and the Board of Directors notes.

The proposed Amendments may only be passed "by an instrument". Therefore, an instrument (a "Consent and Joinder") was created.

To get these amendments passed, requires each property owner(s) to:

1. Check the amendment(s) you want at the top of the "Consent and Joinder".
2. All property owner(s) sign the "Consent and Joinder"
3. The presence of two witnesses and a notary during the signing.
 - a. Witnesses signing the form may not be the co-owner, or family member.
 - b. Notary may be one of the witnesses.
4. A notary signature and stamp on the "Consent and Joinder".

To make things easier for the community, we have established an Amendment Committee who will be going door to door to get these Amendments delivered, signed, and approved.

If you are interested in joining the committee to help, get these amendment passed, please contact the Board of Directors at bod@fawnridge.org.

If you have any questions about the proposed Amendment, please feel free to contact Cam Clark at (813) 968-5665 (ext. 322) or cmclark@wisepm.com.

Thank you for your help in preserving the quality of our Community!

Sincerely,

Your Board of Directors

PROPOSED AMENDMENTS TO STATEMENT OF COMMITMENT OF FAWN RIDGE MAINTENANCE ASSOCIATION, INC.

Article VI, Section 15 of the Statement of Commitment of Fawn Ridge Maintenance Association, Inc. is added to read as follows:

Section 15. Rental Activity. A Lot shall only be leased or rented in its entirety and no fraction or portion of a Lot may be leased or rented. Individual rooms may not be leased or rented on any basis. All lease agreements shall be in writing, and shall be for a term of one (1) year or more. No Lot may be leased more than two (2) times in any calendar year. No Owner, other than the Association, may lease or rent a Lot within the first one (1) year of record ownership of that Lot. Notwithstanding anything herein to the contrary, the restrictions on rental and leasing activity in this paragraph shall only apply to those Owners who acquire title to a Lot after the recording of a Certificate of Amendment adding Article VI, Section 15 to this Statement of Commitment.

Notes from the Board of Directors:

This amendment would create a basic rental restriction to encourage Fawn Ridge to be more owner-occupied over time. Notably, a home may not be rented unless the owner owns the home for at least a year. Please note, that this Amendment **would not** apply to anyone who currently owns a home in Fawn Ridge. It would only apply to anyone who purchases after the Amendment has been adopted and recorded.

PROPOSED AMENDMENTS TO STATEMENT OF COMMITMENT OF FAWN RIDGE MAINTENANCE ASSOCIATION, INC.

Article VI, Section 16 of the Statement of Commitment of Fawn Ridge Maintenance Association, Inc. is added to read as follows:

Section 16. Limitations on Occupancy. No Lot may be transferred or sold to, and no Lot may be leased, rented, licensed, or at any time temporarily or permanently occupied, by a “sexual offender” or “sexual predator” (as those terms are defined in Sections 775.21 and 943.0435, Florida Statutes, respectively, or as the same may be amended or renumbered from time to time).

Notes from the Board of Directors:

The second proposed Amendment has the primary purpose of protecting children and families from sexual offenders and sexual predators. Please note, that this Amendment **would** apply to anyone who currently owns a home in Fawn Ridge. It would not affect them from owning the home, only them residing in it.

This amendment was written prior to the current 2023 Board of Directors. The current Board of Directors does not recommend people voting for this until it is updated to grandfather existing homeowners.

PROPOSED AMENDMENTS TO STATEMENT OF COMMITMENT OF FAWN RIDGE MAINTENANCE ASSOCIATION, INC.

III. Article VIII, Section 2 of the Statement of Commitment of Fawn Ridge Maintenance Association, Inc. is amended to read as follows:

Section 2. Amendments. The covenants and restrictions of this Commitment shall run with and bind the land for a term of forty (40) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five (75%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Commitment upon the expiration of the initial forty-year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and properly recorded in Hillsborough County, Florida. This Commitment may be amended ~~during the first forty (40) year period~~ by an instrument signed by not less than ~~ninety percent (90%)~~ two-thirds of the Owners, or at a meeting upon the affirmative vote, in person or by proxy, of not less than two-thirds of the Owners. ~~and by the Declarant if the Class B membership has not theretofore terminated, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners.~~ Any amendment must be recorded. ~~Notwithstanding any provisions hereto to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend, or repeal this Commitment at any time prior to the closing of the sale of the first Lot, provided said amendment, modification, or repeal is in writing and properly recorded in Hillsborough County, Florida. Declarant further reserves, prior to the closing of the sales of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the plat of subdivision.~~

Notes from the Board of Directors:

The third proposed Amendment would lower the threshold for future amendments. Fawn Ridge's developer imposed an extremely high threshold for amendments, which makes it nearly impossible for the Association's Governing Documents to be amended for any purpose. This proposed Amendment would lower the threshold to 2/3 of the membership, which is the same amendment threshold set by Section 720.306 of the Florida Statutes.

PROPOSED AMENDMENTS TO STATEMENT OF COMMITMENT OF FAWN RIDGE MAINTENANCE ASSOCIATION, INC.

Article VIII, Section 8 of the Statement of Commitment of Fawn Ridge Maintenance Association, Inc. is added to read as follows:

Section 8. Resale Contribution. After the recording of a Certificate of Amendment adding Article VIII, Section 8 to this Statement of Commitment, the Association shall collect from the purchaser upon every subsequent conveyance of an ownership interest in a Lot by an Owner a resale contribution in the amount equal to Five Hundred and No/100 Dollars (\$500.00) (the "Resale Contribution"). The funds derived from the Resale Contributions shall be used at the discretion of the Board for any purpose, including without limitation, future and existing capital improvements and operating expenses. The final proposed Amendment would set a resale contribution of \$500 every time a home is purchased in Fawn Ridge. This resale contribution would help the Association take care of, among other things, aging walls in the Community, and would make it less likely that annual assessments will need to be raised in the future. Please note that the resale contribution would not be due from anyone who currently owns a home in Fawn Ridge, and would only be collected from the closing when a home is sold.

Notes from the Board of Directors:

Article VIII, Section 8 to this Statement of Commitment, the Association shall collect from the purchaser upon every subsequent conveyance of an ownership interest in a Lot by an Owner a resale contribution in the amount equal to Five Hundred and No/100 Dollars (\$500.00) (the "Resale Contribution"). The funds derived from the Resale Contributions shall be used at the discretion of the Board for any purpose, including without limitation, future and existing capital improvements and operating expenses.