Recording requested by and when recorded please return to:

SEGALL & BANKO 4571 Hidden Cove Rd. Park City, Utah 84098

Send Tax Notices to Association's Address:

Fawngrove Condominiums
Fawngrove Homeowners Association, Inc.
P.O. Box 680423
Park City, UT 84068

Tax IDs:

01152877 B: 2633 P: 0606

Page 1 of 17 Rhonda Francis Summit County Recorder 01/14/2021 11:29:35 AM Fee \$140.00 By Coalition Title Agency, Inc. Electronically Recorded

FGR-1, FGR-2, FGR-3, FGR-4, FGR-5, FGR-6, FGR-7, FGR-8, FGR-9, FGR-10, FGR-11, FGR-12, FGR-13, FGR-14, FGR-15, FGR-16, FGR-17, FGR-18, FGR-19, FGR-20, FGR-21, FGR-22, FGR-23, FGR-24, FGR-25, FGR-26, FGR-27, FGR-28, FGR-29, FGR-30, FGR-I-31, FGR-I-32, FGR-I-33, FGR-I-34, FGR-I-35, FGR-I-36, FGR-I-37, FGR-I-38, FGR-I-39, FGR-I-40, FGR-I-41, FGR-I-42R-1AM, FGR-I-44, FGR-I-50, FGR-I-46, FGR-I-47, FGR-I-48, FGR-I-49, FGR-I-45, FGR-II-51, FGR-II-52, FGR-II-53, FGR-II-54-2AM, FGR-II-55, FGR-II-56, FGR-II-57, FGR-II-58, FGR-II-59, FGR-II-60, FGR-II-61-2-AM

FAWNGROVE CONDOMINIUMS

FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR FAWNGROVE CONDOMINIUMS

THIS IS AN ACCOMMODATION RECORDING ONLY

FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR FAWNGROVE CONDOMINIUMS

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR FAWNGROVE CONDOMINIUMS (this "Amendment") is executed this 12th day of January, 2021, by the President of the Management Committee of Fawngrove Homeowners Association, Inc., a Utah nonprofit corporation.

RECITALS

- A. That certain Amended and Restated Condominium Declaration for Fawngrove Condominiums was recorded on March 14, 2003, in the Office of the Summit County Recorder, as Entry No. 651135, Book 1518, Pages 625-669, as amended by that certain Amendment to Amended and Restated Declaration of Condominium for Fawngrove Condominiums, recorded on April 28, 2010, in the Office of the Summit County Recorder as Entry Number 896931, Book 2029, Page 1651, further amended by that certain Second Amendment to Amended and Restated Declaration of Condominium for Fawngrove Condominiums, recorded on July 23, 2013, in the Office of the Summit County Recorder as Entry Number 975621, Book 2198, Page 1319, and further amended by that certain Third Amendment, recorded on January 13, 2015 as Entry Number 01010722, Book 2274, Page 1643.
- B. The Association's Unit Owners desire and have approved by the affirmative vote of at least sixty-seven percent (67%) of the Owners' Allocated Interests to update the Declaration to comply with changes to Utah Code Annotated Sections 57-8-1, et. seq., as the same may be amended from time to time (the "Act"), including: the reserve study and analysis requirements, registration requirements with the Utah Department of Commerce, authorizing electronic communications to manage the affairs of the Association; updating the fine procedure; to implementing a reinvestment fee; correcting errors in Exhibit A related to Unit addresses; and to otherwise ensure compliance with applicable law and the objectives of the Association;
- C. NOW, THEREFORE, in consideration of the recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Declaration is hereby amended as follows:
 - 1. <u>Definitions</u>. For purposes of this Amendment, the definitions set forth in the Declaration and the Utah Condominium Ownership Act, <u>Utah Code Ann.</u>, § 57-8-1, *et seq.*, shall be applicable except to the extent amended hereby. Any definitions not defined in the

Declaration or in this Amendment shall have the meaning set forth in the Utah Condominium Ownership Act.

2. ARTICLE II – DEFINITIONS.

ARTICLE II, Paragraphs 31-33. The following paragraphs shall be added to the end of Article II as follows:

- "31. The words "Management Committee Meeting" means a gathering of the Management Committee, whether in person or by Means of Electronic Communication, at which the Management Committee can take action.
- 32. The words "Electronic Communication" generally refers to all forms of electronic and/or digital communication, and when written notice is required most commonly refers, but is not limited to, email.
- 32. The words "Electronic Communication" and/or "Means of Electronic Communication" in the context of a Management Committee Meeting, and/or any other meeting or hearing means an electronic system that allows individuals to communicate orally in real time, including, by way of example, and not limitation: web conferencing, video conferencing and telephone conferencing.
- 32. The words "Online Voting" shall mean that the voting, consent to and approval of any matter under any declaration or bylaw provision may be accomplished by electronic communication, transmission or other equivalent technological means.
- 3. ARTICLE VII SERVICE OF PROCESS. Article VII shall be deleted and replaced in its entirety with the following paragraph.

"The Management Committee shall designate a person or entity to serve as the Registered Agent for the Association to receive service of process. If the Management Committee fails to designate a Registered Agent, then the person to receive service of process shall be the President of the Association. Changes in the name and address of the Registered Agent shall be updated as applicable with the State of Utah."

4. ARTICLE XI – VOTING – MULTIPLE OWNERSHIP. ARTICLE XI shall be retitled and amended as follows:

ARTICLE XI – VOTING

ARTICLE XI, Paragraph 1, <u>Manner of Voting</u>. The following paragraph shall be added to ARTICLE XI as Paragraph 1 as follows:

"1. Manner of Voting. The manner of voting for the Association will be determined by the Management Committee and includes Online Voting and voting by electronic means, including but not limited to email or any other sort of online platform that facilitates voting by the Unit Owners of the Association.

ARTICLE XI, Paragraph 2, Voting – Multiple Ownership."

This Paragraph shall be retitled as indicated; the existing text shall remain the same.

5. ARTICLE XII - MANAGEMENT.

Article XII, Paragraph 5, Responsibility, shall be amended by adding the following sentence to the end of Paragraph 5, as follows:

"In enforcing the Association's governing documents, the Management Committee shall use its reasonable judgment to determine whether to exercise the Association's powers to impose sanctions or pursue legal action for a violation of the governing documents, as set forth in the Act."

ARTICLE XII, Paragraph 8, <u>Association Records</u>. The following paragraph shall be added to Article XII as Paragraph 8, as follows:

- "8. Association Records. The Management Committee shall make the following documents and records available to the Unit Owners free of charge by posting such documents on the Association's website: 1) the Declaration and Bylaws of the Association; 2) the most recent approved minutes of the Annual Meeting, and the most recent Management Committee meeting; and 3) the Association's most recent budget and financial statement.
 - a. Other Records Unit Owners Request. If a Unit Owner wishes to view other records of the Association, then the owner shall make a written request to the Association specifying how the Unit Owner wishes to inspect of copy such documents. The owner may elect: 1) that the Association or a third-party duplicating service make copies or electronic scans of the requested documents; or, 2) that the owner be allowed to bring any necessary imaging equipment to the place of inspection and make copies or electronic scans of the documents; or, 3) that the Association email the requested documents to an email address provided in the request, which is the preferred method of operation for this Association.
 - b. Other Records Reimbursement to Association. If the Association produces the copies or electronic scans, the owner must pay the Association the reasonable cost of the copies or electronic scans and for time spent meeting with the owner, which may not exceed the actual cost that the Association paid to a recognized third party duplicating service to make the copies or electronic

scans, or 10 cents per page and \$15 per hour for the association employee's, manager's, or other agent's time, as may be amended from time to time pursuant to Utah Code Section 57-8-17.

- c. <u>Penalties for Non-Compliance by Association</u>. If, in response to a Unit Owner's request to inspect or copy documents, the Association fails to comply, the Association shall pay:
 - i. The reasonable costs of inspecting and copying the requested documents;
 - ii. With respect to the Association records set forth in Paragraph 8 (1-3), and beginning on the sixth day after a Unit Owner's properly made request for such documents, the Association shall pay Twenty-Five Dollars (\$25.00) per day to the Unit Owner who made such request for each day the request remains unfulfilled; and
 - iii. reasonable attorney fees and costs incurred by the unit owner in obtaining the inspection and copies of the requested documents."

ARTICLE XII, Paragraph 9, <u>Open Meetings</u>. The following paragraph shall be added to ARTICLE XII as Paragraph 9 as follows:

- "9. Open Meetings. A meeting of the Management Committee shall be open to each Unit Owner or the Unit Owner's representative if the representative is designated in writing. At each meeting of the Management Committee, the Management Committee shall provide each Unit Owner a reasonable opportunity to offer comments. The Management Committee may limit the comments to one specific period of time during such meeting and may limit the amount of time allotted to each Owner to comment. A member of the Management Committee may not avoid or obstruct the "open meeting" requirements.
 - a. Executive Session Exception. The Management Committee may close a meeting for an Executive Session in order to: (i) consult with an attorney for the purpose of obtaining legal advice; (ii) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (iii) discuss a personnel matter; (iv) discuss a matter relating to contract negotiations, including review of a bid or proposal; (v) discuss a matter of a sensitive nature that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; and/or (vi) discuss a delinquent assessment or fine.
 - b. Notice Mgmt. Comm. Meetings. If a Unit Owner requests notice of a Meeting of the Management Committee, the Association shall give written notice of such meeting at least 48 hours prior to the meeting to the Unit Owner, unless notice of the meeting is included in a meeting schedule that was previously provided to the Unit Owner, or the meeting is to address an emergency and each Management Committee member receives notice of the meeting less than forty-eight (48) hours

before such meeting. Notice to the owner shall be delivered to the Unit Owner via email, to the email address provided by that Unit Owner to the Association and shall otherwise comply with the Notice Requirements of Article II, Paragraph 3. If a Member of the Management Committee may participate in the meeting by means of electronic communication, then any Notice sent to the Unit Owner, shall provide the information necessary for the Unit Owner to participate by means of electronic communication as well."

6. ARTICLE XVIII—INSURANCE

ARTICLE XVII, Paragraph 6, <u>Duplicate Coverage of a Claim</u>. Paragraph 6 shall be deleted its entirety and be replaced with the following, Paragraph 6, <u>Property Insurance</u>:

- "6. Property Insurance. The Association must maintain, to the extent reasonably available, property insurance on physical structures of all Buildings, Units, Limited Common Area and Common Areas and Facilities. If property insurance is available, then the Association must notify Unit Owners within seven (7) days of obtaining such coverage. The Association may but is not required to carry other types of insurance. The property insurance, which shall include all Common Areas and Facilities, must be provided by blanket coverage (as opposed to a schedule listing each Building or Unit separately) and may not be less than one hundred percent (100%) of the full replacement cost of the Project, which must be reviewed at each renewal.
 - a. The property insurance shall include coverage for any and all fixtures, improvements, or betterments installed by a Unit Owner, floor coverings, cabinets, heating and plumbing fixtures, paint, wall coverings, windows, and any item permanently attached to a Unit or Building.
 - b. When the Association has a master policy of property insurance and the Unit Owner also has property insurance, the Association's insurance shall be considered *primary*; provided, however, the Unit Owner's insurance applies and the Unit Owner's insurance policy is considered the primary coverage up to the amount of the master policy deductible. If the Unit Owner has no insurance, then he or she is personally responsible for the loss up to the amount of the deductible.
 - c. A Unit Owner who suffers a loss and makes a claim on the Association's property insurance policy is responsible for payment of the Association's deductible; provided, however, if two (2) or more Unit Owners suffer loss in a single event, they are each responsible for payment of a portion of the Association's deductible based on the percentage of the loss they each suffered. The deductible, which a Unit Owner is required to pay, applies to the claim on both the Unit and any appurtenant Limited Common Area; that is, only one deductible applies.

- d. If Unit Owner does not pay his or her share of the loss, the Association may levy an assessment against the Unit Owner and his or her Unit in a sum equal to his or her share of the loss.
- e. The Association must set aside in escrow an amount equal to the amount of the master policy deductible or Ten Thousand Dollars (\$10,000) (unless by statute a higher amount is required in which event the statutory requirement shall govern and control), whichever is less.
- f. The Association must give notice to all Owners of their obligation to pay the Association's deductible. The Association shall also give notice of any change in the amount of the deductible. If the Management Committee does not provide the required notice of an increase in the amount of the deductible on the Association's property insurance, then the Association is only liable for the amount of the undisclosed increase in the deductible if the Unit Owner does not have adequate coverage for the full deductible.
- g. The Association is not required to submit a claim to the Association's insurance carrier if the Management Committee determines that the amount of the claim is not likely to exceed the amount of the Association's insurance deductible.
- h. The insurer for the master policy shall adjust with the Association a loss covered under the Association's policy.
- i. Repairs must be done within a reasonable amount of time and in accordance with approval from the Management Committee and its rules and regulations.
- j. If any provision of this Section is held to be inconsistent, incongruent or in conflict with the insurance requirements as set forth in the Act or illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Section will be construed and enforced as if the provision that is inconsistent, incongruent or in conflict with the insurance requirements as set forth in the Act, or the illegal invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Section will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Section. Furthermore, in lieu of each such provision that is inconsistent, incongruent or in conflict with the insurance requirements as set forth in the Act or, an illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Section, a provision as similar in terms to such provision that is inconsistent, incongruent, or in conflict with the insurance requirements as set forth in the Act, or the illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable."

- 7. ARTICLE XIX PAYMENT OF EXPENSES. The following Paragraph 1.1, Administration of Association Funds, shall be added after Article XIX, Paragraph 1 as follows:
 - "1.1 <u>Administration of Association Funds</u>. The Association shall keep all Association funds in an account in the name of the Association and shall not commingle the Association's funds with the funds of any other person or entity.
- 8. ARTICLE XX MORTGAGEE PROTECTION. Paragraph 5, Reserve Account, shall be deleted in its entirety and replaced with the following:
 - "5. Reserve Fund and Account. The Management Committee shall establish and maintain a reserve fund and account(s) to pay for budget shortfalls, unexpected operating expenses, capital improvements, major repairs and deferred maintenance in accordance with the statutory requirements. The Management Committee shall maintain such reserve funds separate from other funds of the Association.
 - 5.1 <u>Use of Reserve Fund</u>. The Management Committee shall not use money in a reserve fund for daily maintenance expenses, or for any other purpose other than the purpose for which the reserve fund was established unless a majority of the Unit Owners vote to approve the use of reserve fund money for that purpose or for any purpose other than the purpose for which the reserve fund was established. The Management Committee must maintain a reserve fund separate from other funds of the Association; provided, however, the Management Committee shall not be restricted from prudently investing money in a reserve fund, subject to any investment constraints imposed by this Declaration or Utah law. In the event of transfer of a Unit, the reserve fund contributions made by a particular Unit Owner shall not be refundable to that Unit Owner and shall be deemed property of the Association. All reserve funds paid and/or owing to the Association shall be deemed property of the Association and are not property of the individual Unit Owners.
 - 5.2 Reserve Analysis. The Management Committee shall prepare and update, in accordance with the statutory requirements, a written reserve analysis or study. The Management Committee shall cause a written reserve analysis or study to be conducted no less frequently than every six years and review and, if necessary, update a previously conducted reserve analysis or study no less frequently than every three years. The Management Committee may conduct the reserve analysis itself or engage a reliable person or organization, as determined by the Management Committee, to conduct the reserve analysis or study. The reserve fund analysis shall include:
 - (a) a list of components identified in the reserve analysis that will reasonably require reserve funds;
 - (b) a statement of the probably remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis;

- (c) an estimate of the cost to repair, replace or restore each component identified in the reserve analysis;
- (d) an estimate of the total annual contribution to a reserve fund necessary to meet the cost to repair, replace or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful lie; and
- (e) a reserve funding plan that recommends how the Association may fund the annual contribution referred to in subsection (d).
- 5.3 Presentation of Reserve Analysis. The Management Committee is responsible for presenting to the Unit Owners each year the amount of money that should be deposited into the reserve account each year to properly or adequately satisfy the recommendations of the plan for deferred maintenance adopted, based, at least in part on the reserve study. The contents of the reserve study shall be comprehensive, complete and accurate, and must address not only the systems, equipment and facilities but also the components effectively. The Management Committee shall provide a summary of the most recent reserve study to the Unit Owners each year, even if they do not attend the annual meeting. The full reserve study (and any updates) must be made available to Unit Owners upon request. The Association must include a specific reserve fund line items in its annual budget. The Management Committee must establish the amount of the reserve fund line item based on the reserve study that it believes to be prudent in its sole and absolute discretion, and shall set forth the steps for the Units Owners to veto the Management Committee's reserve fund line item as follows:
 - a. Within 45 days after the day on which the Association adopts it annual budget, the Unit Owners may veto the reserve fund line item by a 51% vote of the allocating voting interests in the Association at a special meeting called by the Unit Owners for the purpose of voting whether to veto a reserve fund line item.
 - b. If the Unit Owners veto a reserve fund line item and a reserve fund line item exists in a previously approved annual budget of the Association that was not vetoed, the Association shall fund the reserve account in accordance with that prior reserve fund line item.
 - c. If the Association does not follow the procedure for presentation of the reserve fund analysis, budgeting for the reserve fund line item, and/or the veto protocol outlined in the Act, the Unit Owners may maintain an action against the Association as set forth in the Act."

9. ARTICLE XXVII – AMENDMENT

Paragraph 3 of the First Amendment to Amended and Restated Declaration of Condominium is hereby repealed, and Article XXVII shall be deleted in its entirety and replaced with the following Article XXVII, Amendment:

"Except as otherwise provided in this Declaration and except as prohibited by the Act, the provisions of this Declaration may be amended by an instrument in writing, affirmatively approved by Unit Owners who own sixty-seven percent (67%) of the undivided interests in the Common Areas and Facilities, which shall include electronic communication or online voting. Any such amendment shall be effective upon recording."

10. ARTICLE XXIX - FINES

ARTICLE XXIX, Paragraph 2, Notice. Paragraph 2 shall be deleted in its entirety and replaced with the following Paragraph 2, Fines Generally.

"2. <u>Fines - Generally</u>. Any fine assessed against a Unit Owner shall: be made only for a violation of a rule, covenant, condition or restriction that is in the Association's governing documents; be in the amount specifically provided for in the Association's governing documents; and shall accrue interest and late fees as provided in the Association's governing documents.

ARTICLE XXIX, Paragraph 3, <u>Procedures</u> shall be deleted in its entirety and be replaced with the following Paragraph 3, <u>Notice – Written Warning</u>.

- "3. <u>Notice Written Warning</u>. Before assessing a fine under Paragraph 1, the Management Committee shall provide the Unit Owner, with written warning, which may be sent by electronic means. The written warning provided to the Unit Owner shall:
 - a. Describe the violation;
 - b. State the rule or provision of the Association's governing documents that the Unit Owner's conduct violates;
 - c. State that the Management committee may, in accordance with the provisions of this Article and the Act, assess fines in the amount specifically provided for in the Association's governing documents, against the Unit Owner if the violation is not cured within the time period provided in the Association's governing documents, which shall be at least 48 hours, or if the Unit Owner commits similar violations within one year after the day on which the Management Committee gives the unit owner the written warning or assesses a fine against the unit owner under this paragraph;

ARTICLE XXIX, Paragraph 4, <u>Request an Informal Hearing</u>. Paragraph 4 shall be amended by adding the following sentence to the end of the paragraph:

"The informal hearing may be conducted by means of electronic communication that allows the participants to communicate in real time simultaneously."

ARTICLE XXIX, Paragraph 7, <u>Continuing Violations</u>. The following paragraph shall be added to Article, XXIX as Paragraph 7

- "7. <u>Continuing Violations</u>. For a continuing violation, after a Management Committee assesses a fine against a Unit Owner under this section, the Management Committee may, without further warning, assess an additional fine against the Unit Owner each time the Unit Owner:
 - a. Commits a violation of the same rule or provision within one year after the day on which the Management Committee assesses a fine for a violation of the same rule or provision; or
 - b. Allows a violation to continue for 10 days or longer after the day on which the Management Committee assesses the fine.
 - c. The cumulative amount of fines for a continuing violation may not exceed Five Hundred Dollars (\$500.00) in any one calendar month.

11. ARTICLE XXXX – REINVESTMENT FEE

The following ARTICLE XXXX – REINVESTMENT FEE shall be added to the Declaration as follows:

ARTICLE XXXX REINVESTMENT FEE

A Reinvestment Fee is established in accordance with Utah Code § 57-1-46 and the following terms and conditions:

- 1. Upon the occurrence of any sale, transfer, or conveyance of any Unit as reflected in the office of the County recorder, regardless of whether it is pursuant to the sale of the Unit or not (as applicable, a "Transfer"), the party receiving title to the Unit (the "Transferee") shall pay to the Association a Reinvestment Fee. The Board may set the Reinvestment Fee amount by Rule. Unless the Board adopts a Rule otherwise, the Reinvestment Fee shall be set at one half of one percent (0.5%) of the gross sales price of the Unit.
- 2. Notwithstanding anything to the contrary contained in this Section, the Association shall not levy or collect a Reinvestment Fee for any of the Transfers described below, except to the extent that the reinvestment fee covenant requires the payment of a common interest association's costs directly related to the transfer of the burdened property, not to exceed \$250.00:

- a. Any Transfer to (a) the United States or any agency or instrumentality thereof, or (b) the State of Utah or any county, city, municipality, district or other political subdivision of the State of Utah.
- b. Any Transfer to the Association or its successors.
- c. Any Transfer, whether outright or in trust, that is for the benefit of the transferor or the transferor's relatives, but only if the consideration for the Transfer is no greater than 10 percent of the value of the Unit transferred.
- d. Any Transfer or change of interest by reason of death, whether provided for in a will, trust, or decree of distribution, except for a sale of the Unit by the estate of an Owner.
- e. Any Transfer made solely for the purpose of confirming, correcting, modifying, supplementing a Transfer previously recorded, or removing clouds on titles.
- f. Any lease of a Unit or portion thereof for a period of less than thirty (30) years.
- g. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation.
- h. Any Transfer in connection with the foreclosure of a deed of trust or mortgage, or a deed given in lieu of foreclosure.
- i. An involuntary transfer.
- j. A bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity.
- 3. The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Individual Assessment for collection purposes.
- 12. EXHIBIT A. Exhibit A of the Declaration as previously amended is hereby repealed and replaced by the following:

[See Attached Amended Exhibit A]

- 13. <u>Application of Amendment</u>. The amendments adopted hereby are intended to amend the Declaration and this Amendment shall be controlling in resolving any conflicts between this Amendment and the Declaration to the extent any other provisions of the Declaration are inconsistent herewith. This Amendment shall be binding upon and inure to the benefit of all of the Unit Owners, their Mortgagees, lessees, successors and assigns.
- 14. <u>Declaration Remains in Force</u>. Except as herein modified, all other terms of the Declaration, as previously amended, shall remain in full force and effect.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK SIGNATURES ON FOLLOWING PAGE]

FAWNGROVE HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation

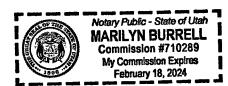
By: Jeff Batterson

Its: President

STATE OF UTAH) :ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 12th day of January, 2021, by Jeff Batterson, the President of Fawngrove Homeowners Association, Inc.

NOTARY PUBLIC



AMENDED EXHIBIT A TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR FAWNGROVE CONDOMINIUMS

Fawngrove Homeowners Association Percentage of Ownership – Undivided Interest in Common Areas and Facilities

Unit No.	Address	Allocation %	Parcel Number
1	1400	1.736	FGR-1
2	1404	1.1356	FGR-2
3	1408	1.1356	FGR-3
4	1412	1.5392	FGR-4
5	1416	1.828	FGR-5
6	1420	1.1356	FGR-6
7	1424	1.1356	FGR-7
8	1428	1.6044	FGR-8
9	1432	2.3338	FGR-9
10	1436	1.828	FGR-10
11	1450	1.6396	FGR-11
12	1454	1.1356	FGR-12
13	1458	1.1356	FGR-13
14	1462	1.5392	FGR-14
15	1466	1.828	FGR-15
16	1470	1.1356	FGR-16
17	1474	1.1356	FGR-17
18	1478	1.6044	FGR-18
19	1482	2.3338	FGR-19
20	1486	1.828	FGR-20
21	1500	1.6396	FGR-21
22	1504	1.1356	FGR-22
23	1508	1.1356	FGR-23
24	1512	1.5392	FGR-24
25	1516	1.828	FGR-25
26	1520	1.1356	FGR-26
27	1524	1.1356	FGR-27
28	1528	1.6044	FGR-28
29	1532	2.3338	FGR-29
30	1536	1.828	FGR-30
31	1550	1.6565	FGR-I-31
32	1554	1.1708	FGR-I-32

22	1550	1.1682	FGR-I-33
33	1558 1562	1.8625	FGR-I-34
34			FGR-I-35
35	1586	2.9447	
36	1578	1.1702	FGR-I-36
37	1574	1.1702	FGR-I-37
38	1582	1.9016	FGR-I-38
39	1570	2.5073	FGR-I-39
40	1566	2.9447	FGR-I-40
41	1600	1.6565	FGR-I-41
42	1604	2.339	FGR-I-42R-1AM
44	1612	1.8625	FGR-I-44
45	1636	2.9447	FGR-I-50
46	1628	1.1702	FGR-I-46
47	1624	1.1702	FGR-I-47
48	1632	1.8625	FGR-I-48
49	1620	2.5073	FGR-I-49
50	1616	2.9447	FGR-I-45
51	1686	1.7602	FGR-II-51
52	1682	1.7693	FGR-II-52
53	1678	1.5998	FGR-II-53
54	1674	1.5496	FGR-II-54-2AM
55	1670	1.5496	FGR-II-55
56	1666	1.7002	FGR-II-56
57	1662	1.3468	FGR-II-57
58	1658	1.3468	FGR-II-58
59	1654	1.7184	FGR-II-59
60	1650	1.8358	FGR-II-60
61	1676	0.8266	FGR-II-61-2-AM
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