

RULES
OF
FCE HOA INC.
(An Oklahoma Not for Profit Corporation)
AND THE
ARCHITECTURAL RULES
OF ITS
ARCHITECTURAL COMMITTEE

INTRODUCTION

1.1. The purpose of this document is to promulgate the Rules of FCE HOA Inc., as authorized to be promulgated pursuant to the Covenants, Conditions, and Restrictions (“the CC&R’s”) for Forest Creek Estates (“the Development”) as well as the Architectural Rules of the Architectural Committee of FCE HOA Inc. as defined in the CC&R’s, into one document (the Rules and the Architectural Rules herein referred to as “the Rules”) for the ease and benefit of the Lot Owners (herein referred to as “Lot Owners”, “Lot Owner”, “Owner”, or “Owners”) in understanding and having access to same. The Rules are adopted to encourage a spirit of cooperation among the Owners and Builders within the Development, each of whom by their ownership of a Lot in the Development are members of the Association, and to create and maintain an environment which is conducive of the protection of the values of their Lots, the reputation and value of the Development overall, as well as of the unique and valuable character of the Common Areas (including the areas informally referred to as the nature preserve and the lake and those areas designated as Common Area A, Common Area B, and Common Area C on the Plat of the Development) of the Development, which Common Areas, as shown on the recorded Plat of the Development, are administered and maintained by FCE HOA Inc. (“the Association”). The Rules are in addition to the provisions contained in the CC&R’s. All Common Areas as designated on the Plat of the Development hereby are designated as parks for the exclusive enjoyment of the Owners. As parks, the Common Areas are designated as those outdoor areas for use as recreational purposes exclusively for Owners. It is specifically intended by FCE HOA Inc. that the Common Areas are parks as designated in 21 Okla. Statutes Section 1125 and 57 Okla. Statutes Section 590.

1.2. All terms used herein which are defined in paragraph 1.1 of the CC&R’s shall have the meanings given them in the CC&R’s. Other than the Developer (Forest Creek Estates LLC), all Owners and Builders must observe the Rules. “Owner” when used herein shall include Builder.

1.3. The Rules are made pursuant to and in conjunction with and do not supersede the CC&R’s, as now existing or hereafter amended and/or restated. If anything in the Rules is inconsistent with the CC&R’s, the provisions of the CC&R’s shall control. Likewise, is anything in the Rules is inconsistent with the by-laws of the Association, the provisions of the by-laws of the Association shall control.

ADMINISTRATION AND ENFORCEMENT

2.1. In General: The Rules may be administered and enforced by any officer of the Association ("any officer"), the Association's Board of Directors ("the Board"), the Architectural Committee, and/or the Enforcement Committee.

2.2. Committees and Administrative Offices, Creation, Authority, Termination: The Board, by resolution, may create and authorize any committee or administrative office as it may deem appropriate to aid the Board and/or any officer or committee in carrying out and enforcing the rights and duties under the CC&R's and/or the Rules. The Board, when creating any committee or administrative office, shall establish its purpose(s), rights, duties, powers, officers, and duration, which may be indefinite. The Board may, by resolution, amend the purpose(s), rights, duties, powers, officers, and/or duration of any committee or administrative office or terminate any committee or administrative office prior to the expiration of the committee's or administrative office's initial term, as extended. Each committee and administrative office may advise and make recommendations to the Board, which, in turn, may advise and make recommendations to, or give orders to, any committee, and/or administrative office.

2.3. Committee Members and Administrative Officers, Appointments, Terms: Except as otherwise provided in the by-laws of the Association or the Rules, the Board shall appoint, at its sole discretion, the members of each committee and the holders of all administrative offices created by the Board.

2.4. Enforcement Committee: Pursuant to the by-laws of the Association, the Board has the power to set the powers of the Enforcement Committee. The purpose of the Enforcement Committee will be to determine whether a violation of the CC&R's and/or the Rules has occurred and to initiate appropriate action to eliminate and/or correct all such violations, including the levying of assessments, fines, fees, and levies, as well as to determine and order corrective action or actions (which may include the order to cease taking an action or actions). Subject to the provision of the by-laws of the Association, the Enforcement Committee may be composed of one or more persons appointed by the Board. The Enforcement Committee member(s) may or may not be Owners. The Enforcement Committee will review all complaints brought to it which have not been resolved. The Enforcement Committee will then determine whether the facts alleged in the complaint would constitute a violation of the CC&R's or the Rules, and if so, the Enforcement Committee will hold a hearing to determine whether a violation of the CC&R's or the Rules has occurred. The Enforcement Committee will take action provided in the Rules, including, the imposition of assessments, fees, fines, or levies upon an Owner or alleged violator, and recovery of any cost from such Owner or alleged violator if there is a cost involved to correct the violation, as the Enforcement Committee deems appropriate, upon the Enforcement Committee finding that such Owner or alleged violator (such as an employee, vendor, family member, tenant, builder, contractor, representative, or visitor [including, but not limited to, delivery company such as UPS, FedEx, Prime, etc.] of an Owner) has violated the CC&R's and/or the Rules. The Enforcement Committee may also order certain actions to be taken, which may include an order to cease the taking of an action or actions, by an

Owner or alleged violator. The initial duration of the Enforcement Committee will be indefinite. Any action taken or imposed by the Enforcement Committee against an alleged violator who is not an Owner may be imposed upon an Owner if the alleged violator acting for or on behalf of the Owner fails to comply with such action.

2.5. **Limitations on Liability:** Except as otherwise provided in the Rules, no person may be held personally liable for any act or omission made or omitted in good faith by them as an officer, as a member of the Board, as a member of any committee created by the Board, or as an administrative officer appointed by the Board. No officer, no Board member, no committee member, including a member of the Enforcement Committee, nor any administrative officer acting in such capacity will be liable for his, her, or its failure to prevent, detect, or cure any violation under the CC&R's and/or the Rules.

GENERAL RULES AND REGULATIONS

3.1. **Owner Responsibility:** Each Owner is responsible to ensure that the Owner, or such Owner's resident (including tenant), employee, vendor, family member, builder, contractor, representative, or visitor (including, but not limited to, delivery company such as UPS or FedEx), complies with the Rules; and each Owner is subject to the actions provided herein as to them.

3.2. **Noxious or Offensive Activities:** No Owner will allow any noxious and offensive activity, including noises, to be conducted upon a Lot or upon common areas such that it will be visible, audible, or noticeable to anyone on any Common Area or to any other Owner, whether such Owner is on a Common Area or on such Owner's Lot, nor will any Owner allow any activity of any kind upon the Owner's Lot to become an unreasonable annoyance or nuisance to any other Owner.

3.3. **Construction/Contractor/Repair Hours:** Hours for work to be done by contractors and/or for construction and/or for repair shall be those posted at the gate from time to time. Violation of the posted hours shall be subject to a fine for the first violation of \$250.00, and for each subsequent similar violation the fine shall double from the previous fine. Each Owner as to its contractors and representatives shall ultimately be liable for such fine if not paid by the violating person or entity.

3.4. **Insurance Risk:** No Owner will allow any activity or condition upon such Owner's Lot, nor any activity by the Owner upon any Common Area, which would increase the cost of insurance on any Common Area, without the prior written approval of the Board.

3.5. **Littering, Dumping:** No person, whether an Owner or person or entity who or which is an invitee of an Owner, will allow any littering, dumping, dropping, or abandoning in any amount of any type of material within the boundaries of the Development (whether on a Lot or on a Common Area), except in approved trash or recycling receptacles. This restriction also applies to concrete, paint, or other liquids, as well as to any solids.

3.6. Wildlife: No person will interfere with or disturb any wildlife within the Development. Any wildlife considered to be a "varmint" or pest causing natural resource damage or public endangerment will be controlled by the responsible authority, be it City, County, State, or Federal.

3.7. Signs: No person will allow any sign of any kind on a Lot which is visible from any other Lot or Common Area, except signs permitted the Board or Architectural Committee. No signs shall be allowed on any Common Area except as permitted by the Board or Architectural Committee.

3.8. Outside Storage: No furniture, fixtures, appliances, or other similar items not in reasonably current use may be stored in any manner visible from any other Lot or Common Area.

3.9. Wells: No well for the production of, or from which there may be produced, hydrocarbons, minerals, or any other substance, may be created or operated within the Development, except water wells on a Lot for the Lot's use and except water wells created by the Association or the Developer used for the Development.

3.10. Temporary Structures: No Owner will allow any mobile home, tent, shack, outbuilding, or other temporary structure to be kept upon the Owner's Lot nor on any street within the Development, except as approved by the Board.

3.11. Animal Control: Any animal kept by an Owner, when not in a controlled area on the Owner's Lot, must be on a leash or similar restraint under direct control of the handler or Owner. Any animal, which creates any nuisance by continual barking, causes damage to other people's property or to a Common Area, or otherwise disturbs persons or other animals must be controlled. Any domestic animal that is running loose in the Development, not under direct leash control and off its Owner's Lot, may be removed by appropriate governmental authority. Owners must immediately use an appropriate method to clean up after their pets when they are off of the Owner's Lot.

3.12. Automobile Repair: No Owner will allow any automobile or other vehicle repair or similar work to be performed on the Owner's Lot in any area visible from any other Lot or Common Area, nor upon any Common Area or street, except in emergency situations, in which event the Owner will remove the vehicle to a permitted area as soon as possible.

3.13. Camping, Swimming, Picnicking in Common Areas: No camping or swimming is allowed within the Common Areas of the Development. Camping is prohibited for the safety of all the Lot Owners who use the Common Areas for recreational purposes. Swimming in the lake in Common Area A is prohibited for the safety of those who might otherwise be at risk from doing so. Picnicking in Common Areas shall be done in a manner so as to avoid trash issues and/or issues of food particles attracting unwanted wildlife; that is, Owners shall be responsible for disposing of all food and trash items so as to leave the Common Areas free from same.

3.14. Garage Doors: All garage doors should be kept closed except while a vehicle is actually entering or exiting the garage, during periodic maintenance, repair of the door or garage area, or during periodic cleaning of the garage area.

3.15. Garage Sales: No Owner will allow any garage, patio, porch, lawn, or similar sale to be held on the Owner's Lot or any Common Area, without the prior written approval of the Board or the Architectural Committee.

3.16. Interference with Electronic Devices: No Owner will permit any activity to be conducted on the Owner's Lot which interferes with any television, radio, home computer, or similar electronic device operation within the Development.

3.17. Laundry: No Owner will permit any laundry or other items to be dried or hung outside of any building.

3.18. Swing Sets, Recreational Equipment: No Owner will allow any swing set or other recreational equipment to be located on the Owner's Lot in any area unless location and color are approved by the Architectural Committee or the Board. All equipment must be screened as much as possible from any other Lot or Common Area. FCE HOA Inc. may install recreational equipment in the Common Areas for the exclusive use of the Lot Owners, either as formal playgrounds or for recreational purposes.

3.19. Trash Collection: Trash must be contained within appropriate City of Edmond containers. Trash containers should only be put out for collection by the City of Edmond on designated trash days, and all containers, after being emptied by the City of Edmond, shall be removed from view of any street in the Development on the day same are so emptied.

3.20. Tree Removal, Landscaping: No Owner shall remove any tree within the Development except as approved by the Architectural Committee or the Board. All Landscaping on a Lot shall first be approved by the Board or the Architectural Committee.

3.21. Tree Damage: If an Owner is found to have caused tree damage on any Lot not owned by the Owner or on any Common Area, the Enforcement Committee or Board may impose a fine upon the Owner for each such violation equal to \$100.00 times the number of inches in the diameter of the main trunk of the damaged tree, measured four feet above ground level. If the diameter of the damaged tree measured four feet above the ground level is less than one inch, or if the damaged tree is less than four feet tall, the fine will be \$100.

3.22. Shrub, Plant, Grass, or Common Area Property Damage: If an Owner is found to have caused any shrub, plant, grass, or Common Area damage, including, but not limited to, any damage to any Common Area property of any kind, the Owner shall be liable for such damage, and in addition the Enforcement Committee or the Board may impose a fine of up to \$1,000.00, which fine shall be independent of the cost of repairing the damage or replacing the damaged shrub, plant, grass, or Common Area property.

3.23. **Holiday Decorations:** A tasteful, temporary decoration or display, if it is clearly incidental to and customarily and commonly associated with any national, local, or religious celebration, is allowed within the Development. Such display is exempt from any setback regulations of the Development plat, but such display shall be erected no more than 30 days prior to and removed no more than 15 days after the celebration in question.

3.24. **Use of Private Streets, Common Areas, and Lots:** The streets in Forest Creek Estates are private, meaning they are maintained and under the control of the Association and not the City of Edmond. Motorized vehicles may only be used on Association streets if they are licensed by an appropriate governmental entity and bear a current license plate, and use on Association streets is at the sole risk of, and with the full liability of, the operator and owner of said motorized vehicle. The only two exceptions to this rule with regard to use on Association streets are (i) that the Declarant, Forest Creek Estates, LLC, and the Association, may utilize an unlicensed and or un-plated motorized vehicle in its activities relating to the Development, and (ii) that a golf cart may be utilized, but only by a licensed driver. In no event may any vehicle ever be used on the Common Areas (other than the streets) or Lots in the development, whether motorized or not, except than an Owner of a Lot may utilize a vehicle on the Owner's Lot.

3.25. **Fire Pits:** Due to the extreme fire danger which exists in the area of and around the Development, all outdoor fire pits shall be monitored and controlled by an Owner whenever same is in operation, and shall ceased to be operated whenever the Board, the City of Edmond, Oklahoma County, or the State of Oklahoma so orders.

3.26. **Display of the Flag of the United States:** Pursuant to Oklahoma Statutes, Title 60, Section 858, an Owner may display the flag of the United States at a reasonable height, not to exceed twenty (20) feet, on the Owner's Lot.

3.27. **Additional Architectural Rules by the Architectural Committee:** Recognizing that no set of rules can address all issues which might arise at a given time or from time to time, the Architectural Committee, as to an Architectural Rule, and the Board as to a Rule, is specifically authorized to create an Architectural Rule or Rule, as the case may be, at any time and from time to time which addresses a particular issue or issues and to communicate in writing (which may include any electronic writing, such as a text or e-mail) that it has done so to an Owner affected by such Architectural Rule or Rule in writing. Thereafter, the Board shall incorporate such new Architectural Rule(s) or Rule(s) into this document and thereafter send this document, as revised, to each Owner.

BUILDING AND CONSTRUCTION

4.1. **General:** All building and construction within the Development is subject to the provisions of the CC&R's as now filed of public record or hereafter amended and restated and thereafter filed of public record as well as the provisions of the Rules.

4.2. **Silt Control:** Silt runoff from construction can have a harmful and permanent effect

on other Lots and on any Common Area, as well as on waterways in and outside of the Development. Accordingly, all building and construction shall have adequate silt control, in appropriate form (such as, but not limited so, silt fencing, hay bales, or other appropriate silt control), as approved by the Architectural Committee or as required by the City of Edmond, Oklahoma County, State of Oklahoma, or Environmental Protection Agency, so as to prevent silt runoff onto any other Lot and/or Common Area (including the nature preserve and lake) within the Development. Silt control and site maintenance shall also follow governmental requirements so as to prevent silt runoff, whether within or outside of the Development. Hard gravel shall be laid on traffic areas on a Lot to prevent transfer of dirt and mud onto streets. Adequate hard gravel is to be maintained throughout the duration of construction as needed.

4.3. Waste and Trash Control: All building and construction activity shall provide adequate containers for waste and trash control. All job sites shall be kept clear of waste and trash and an Owner shall require the Owner's builder and/or contractor to keep trash from blowing around a Lot or onto other Lots or Common Areas.

4.4. Streets To Be Kept Clear and Clean: An Owner shall require the Owner's builder, contractor, subcontractor, and/or invitee to prevent mud, dirt, silt, gravel, building debris, or other contaminants (such as oil, gasoline, diesel fuel, cement, paint, etc., and any other contaminate liquids or solids) from being tracked (or leaked) onto streets within the Development, and if any of same of any kind gets onto a street in the Development and remains there (that is, not promptly removed and the street cleaned, including any stains remaining after same is removed), the Owner shall, or shall require the Owner's builder, contractor, subcontractor, and/or invitee to remove same as soon as possible, and to clean, and if necessary to power wash, the street as soon as possible. Cleanup work should be done in a timely manner. If not, the Association will inspect the area, notify the Owner and/or the Owner's builder, contractor, subcontractor, or invitee of the deadline by which same shall be cleaned, which deadline may be set in hours or days at the sole determination of the Association. If the deadline is not met, then the Association shall have such cleanup completed and the cost of same shall be billed to the Owner and/or responsible party, with the addition of a management fee determined by the Association (note: fees and fines are authorized by paragraph 2.6(D) of the CC&R's). In addition, no heavy equipment is allowed on Development streets unless brought in through the construction entrance on appropriately sized flat bed or similar trailers which are supported by air inflated rubber tires capable of carrying the weight of said equipment, and said equipment, particularly if not having its own air inflated rubber tires (e.g., equipment with track treads), must be off-loaded directly onto a Lot without said equipment ever coming in contact with Development streets, and re-loaded directly from a Lot without said equipment every coming in contact with Development streets. Using any equipment, such as the bucket of a front loader, Bobcat, or skid steer, or a box blade, to remove dirt, mud, or other contaminant from a Development street which might cause damage, such as scraping or gauging of the street surface, is prohibited. Also, any scraping or gouging of the streets, or damage of any kind to any Common Area item, caused by any vehicle or equipment of any sort of an Owner or an Owner's builder, contractor, subcontractor, or invitee, shall be repaired to the satisfaction of the Association, and if not so timely repaired, then the Association shall have such repairs made and the cost of same shall be billed to the Owner and/or the responsible party, with the addition of a

management fee determined by the Association. Ultimately any cost or fee shall be the responsibility and liability of such Owner.

4.5. Corrective Work and Repairs: Any and all corrective work shall be done in a timely manner to the satisfaction of the Association. If not so done, the Association will have said work completed and billed to the Owner with the addition of a management fee determined by the Association.

4.6. Construction Entrance. An Owner shall require the Owner's builder and/or contractor to use the construction entrance into the Development for the delivery of all construction materials, and to require any employee and/or sub-contractor and/or vendor of the Owner or Owner's builder and/or contractor to use the construction entrance, which is clearly marked with signs. Such use of the construction entrance includes, but is not limited to, all trucks (including pick-up trucks), whether entering or exiting the Development. The Association may impose a fine, in addition to the cost of any damage which is done to any Common Area or street, for failure to use the construction entrance, of up to \$100.00 for each failure to use the construction entrance, whether for entrance to, or exit from, the Development.

IMPROVEMENTS

5.1. In General: Any Improvement, as defined in the CC&R's (whether as now filed of public record or hereafter filed of public record), is subject to the prior approval of the Architectural Committee or as otherwise provided in the CC&R's. No Improvement, including the clearing of any Lot or the disturbance of any Landscaping, shall occur without the prior consent of the Architectural Committee. Each Owner, or Owner's builder or contractor, is required to meet with the Architectural Committee for site planning and general construction planning and expectations prior to commencing any activity of any kind on the Owner's Lot.

5.2. Owner Responsibility: It is the responsibility of an Owner to comply with all provisions of the CC&R's and the Rules as to any Improvement. Any violation of the CC&R's or the Rules as to any Improvement is subject to such fine as the Board or Enforcement Committee may impose, in addition to the removal, modification, or replacement of any Improvement not appropriately approved.

5.3. Improvement; Lot Preparation for Construction; Tree and/or Landscaping Removal: No Owner or person acting on behalf of an Owner shall make an Improvement to a Lot, or remove any Landscaping within the Development except as approved by the Architectural Committee. Prior to commencement of any work on or to a Lot, no alteration to a Lot may be made without approval by the Architectural Committee. No Owner, or any person acting on behalf of an Owner, may alter, modify, or remove or relocate Landscaping from any portion, or all, of a Lot without approval from the Architectural Committee. Trees to be removed for construction must first be marked and approved for removal by the Architectural Committee prior to construction and/or tree removal beginning.

5.4. Use of Adjacent Lot or Non-Owner Lot: Any use by an Owner of Lot that is not owned by the Owner is prohibited, unless authorized in writing by the Architectural Committee. Any use of such Lot, so approved by the Architectural Committee, will be subject to all conditions and restrictions imposed by the Architectural Committee on such use and said Lot shall be cleaned and returned after such use to its condition prior to such use.

5.5. Compliance with the CC&R's, Rules, Architectural Committee Approvals, City of Edmond Ordinances and Building Code, State of Oklahoma Laws, Rules, and Regulations, and All Other Governmental Laws and Regulations: All construction on a Lot shall comply with the CC&R's, the Rules, Architectural Committee Approvals, City of Edmond ordinances and building code, State of Oklahoma laws, rules, and regulations, and all other governmental laws and regulations. This includes any Improvement, Building, and Landscaping, as well as items such as driveways, swimming pools, fences, and retaining walls, all of which are an Improvement as defined in the CC&R's.

5.6. Annual dues; Assessments: Paragraph 2.6 of the CC&R's details the requirements on Owners with regard to paying annual dues to the Association, as well as the Association's ability (and the procedure for) levying special assessments and each Owner's obligation to pay same.

HEARINGS, APPEALS

6.1. In General: Except as otherwise provided in these Rules, all hearings permitted or required under the Rules will be held in accordance with the provisions of the Rules.

6.2. Location and Time: The Board will designate the place and time for all appeals (which may be in the form of a hearing by the Board, or may be only in writing) and the Enforcement Committee will designate the place and time for all hearings, which will be open to all Owners.

6.3. Procedure and Evidence: No formal rules of procedure or evidence need be applied in hearings, but each entity holding a hearing may adopt procedures which that entity deems best suited to facilitate the purpose of the hearing considering all of the relevant circumstances. Any Owner or alleged violator directly interested in the subject matter of a hearing must be given prior written notice (which may be electronically delivered by facsimile, e-mail, or text) and an opportunity to appear at the hearing and be heard, which opportunity includes the right, subject to reasonable restrictions, to have other persons appear and be heard on such person's or entity's behalf. Any Owner not directly interested in the subject matter of a hearing, at the discretion of the entity holding the hearing, may be given an opportunity to appear and be heard. Each entity holding a hearing or otherwise taking any action shall establish a method for voting on matters before the entity.

6.4. Any Owner or alleged violator is considered directly interested in the subject matter of a hearing held by the Enforcement Committee to determine whether a violation of the

CC&R's or the Rules has occurred if such Owner or alleged violator could be subject to the penalties provided in these Rules.

6.5. Special Provisions for Enforcement Hearings: Any Owner or any entity, including the Board, the Architectural Committee, Enforcement Committee, or officer of the Association, authorized to do so may file a written complaint with the Enforcement Committee. The complaint should identify the Owner or person/entity alleged to have violated the CC&R's or the Rules, identify the complainant, and describe in reasonable detail the CC&R(s) or the Rule(s) violated and the factual basis supporting the allegations. The complaint shall be signed by the person(s) or entity(ies) filing the complaint. The Enforcement Committee will review each complaint received, and if the Enforcement Committee finds that the facts described in the complaint could constitute a violation of the CC&R's or the Rules, it will, within a reasonable time, send a copy to the Owner or alleged violator who is alleged to have violated same, call a hearing to determine whether a violation has occurred, and send appropriate notice. The Enforcement Committee will establish rules of procedure for any hearing held. Either the complainant or the Owner, or alleged violator, alleged to have violated the CC&R's or the Rules may request that the vote be by secret ballot. If the Enforcement Committee finds that a violation of the CC&R's or the Rules has occurred, it may take appropriate action or actions as provided in the Rules and file a report describing in reasonable detail the violation, the Enforcement Committee's determination, the action or actions taken, and the basis of the action or actions. A copy of the report will be given to the person(s) or entity(ies) found to have violated the CC&R's or the Rules and a copy will be delivered to the Board to be retained in the Board's records, as well as the Enforcement Committee's records.

6.6. Fines, Fees, Assessments, and Levies: All fines, fees, assessments, and levies which are levied by the Association (whether by the Board, the Enforcement Committee, or the Architectural Committee) are levied under the authority of the Rules and Title 60, Section 852 of the Oklahoma Statutes, as now existing or hereafter amended, and, other than as specified herein, may only be levied in a reasonable amount, after the Owner or alleged violator has been provided notice and an opportunity to appear and be heard pursuant to the Rules.

6.7. Annual dues; Assessments: Paragraph 2.6 of the CC&R's details the requirements on Owners with regard to paying annual dues to the Association, as well as the Association's ability (and the procedure for) levying special assessments and each Owner's obligation to pay same.

6.8. Election to Pay Fine(s) and Waive Hearing. Upon the issuance by the Association or the Enforcement Committee of a Notice of Violation (NOV) citing a violation of the Rules and/or the CC&R's, the fine set forth in the NOV for such violation shall be stated. An Owner or other alleged violator who receives an NOV citing the Owner or other alleged violator for a violation and stating the amount of the fine(s) may elect to pay the fine(s) without protest. If the fine is paid when due such payment will constitute final disposition of the violation cited in the NOV and the waiver by the Owner or alleged violator of any claim for an opportunity to appear and be heard on the matter of the violation.

6.9. Election to Be Heard; Hearing. An Owner or alleged violator, in lieu of paying a fine or fines without a hearing, may request a hearing before the entity issuing the NOV. At such hearing, an Owner or alleged violator may be represented by legal counsel (at his or her own expense), may present witnesses and evidence, and may cross-examine any witnesses. Upon hearing all the evidence, the entity shall issue its determination, whether it be a dismissal of the NOV or the imposition of a fine and/or impose other determination. An NOV constitutes notice of an opportunity to appear and be heard. If an Owner or alleged violator who receives an NOV wishes to be heard, the Owner or alleged violator may appear before the Enforcement Committee at the time and place cited on the NOV.

6.10. Failure to Appear. The failure of an Owner or other alleged violator to appear at the Enforcement Committee hearing, or before the Board in the case of an appeal (at which notice of appearance is given), at time and place scheduled, shall allow the entity to make a determination based on the evidence available.

6.11. Postponement. An Owner or an alleged violator may request in writing before the date of the scheduled hearing a reasonable postponement of the hearing and such postponement shall be granted unless the entity considers that time is of the essence.

6.12. Appeals: Any person directly interested in a matter may petition for an appeal of any ruling by the Enforcement Committee by submitting within 7 days after the ruling, a written request to the Board, requesting an appeal and setting forth the specific grounds for the appeal. Upon receipt of the copy of the petition, the Board will set a time for the appeal to be heard and the ruling of the Enforcement Committee shall be stayed unless the Enforcement Committee or Board finds that irreparable damage would occur because of the stay, in which event the Enforcement Committee or Board may take limited action necessary to prevent the irreparable damage. The decision of the Board on the appeal will be final on all parties involved.

ENFORCEMENT OF RULES

7.1. In General: If the Enforcement Committee, or the Board after appeal, determines that an Owner or other alleged violator has violated the CC&R's or the Rules, the Enforcement Committee, or the Board as the case may be, may take any one or more the following actions:

a. Order the Owner or alleged violator to cease and/or correct the violation, at the discretion of the Enforcement Committee or Board, including instructing the Owner or violator as to such actions as are necessary to cease or cure the violation and the time limit for the correction.

b. Cause the violation to be corrected in accordance with applicable law and assess the costs of such upon the Owner, which assessment will be immediately due and payable. An Owner shall be liable for the actions of a violator who is acting for or a representative of an Owner.

c. Repair any damage to the environment or to any real or personal property or any improvements, including any property or improvements of the Owner, which the Enforcement Committee or the Board finds to have been caused by the violation, and/or take such actions as the Enforcement Committee or Board deems necessary or appropriate to prevent any foreseeable future damage to the environment or to such property which the Enforcement Committee or the Board finds would occur and would be caused by the violation if not prevented, and assess the costs of such upon the Owner, which assessment will be immediately due and payable.

d. Obtain injunctive relief against the continuation of any violation. The costs for obtaining such relief is assessable to the Owner, and/or violator, jointly and severally if appropriate.

e. Suspend the right of the Owner and/or violator to use any or all Common Areas on such conditions and for such time as the Enforcement Committee or Board specify.

f. Take appropriate action(s) to collect any fee, fine, assessment, or levy not timely paid.

7.2. Lien: Any fine, fee, assessment, or levy assessed for violations of the CC&R's or the Rules or any fine, fee, assessment, or levy imposed upon the Owner for costs incurred by the Association to cure a violation or repair or prevent damage caused by a violation, including attorney's fees and court costs, which is not timely paid by the Owner will be treated as a special assessment against the Owner, and which will be deemed to be in default if not paid for more than 30 days after payment is due, and the Enforcement Committee or the Board may enforce the obligations created under these Rules in the same manner as any other special assessment in default, including the filing of a claim of lien against the Owner's Lot and/or property.

Adopted on April 1, 2022

FCE HOA INC.

By: Gwen Leclerc, president

Gwen Leclerc, its President

APPROVED BY THE BOARD OF DIRECTORS OF FCE HOA INC.

By: Gwen Leclerc, director

Gwen Leclerc, sole director