

RULES OF THE FENWICK GARDEN VILLAGE (FGV) HOMEOWNERS ASSOCIATION (HOA)

The following Rules of the Association shall apply to all sections of Fenwick Garden Village (FGV) Homeowners Association until such time as they are amended, modified, repealed or limited by the Board of Directors of the Fenwick Garden Village Homeowners Association, Inc., an Oklahoma not-for-profit corporation, as prescribed by the Declaration of Covenants, Conditions and Restrictions (CC&Rs) para 4.2 Rule Making Authority.

These Rules update and clarify the previous Initial Use Restrictions and Rules, attached as either Exhibit A or B to the Declaration of Covenants, Conditions and Restrictions of the FGV HOA and apply to all sections and/or phases of the FGV subdivision. Any previous restriction or rule not addressed in this document remains in full force and affect as cited in the initial Declaration of CC&Rs and does not replace or modify the initial FGV CC&Rs as filed with the Oklahoma Secretary of State. This Rules Document also establishes procedures for the Fenwick Garden Village HOA Board to enforce the Fenwick Covenants, Conditions and Restrictions, the Bylaws, the Design Guidelines and these rules and also addresses situations that are unique to the FGV HOA community.

The Fenwick Garden Village HOA Board of Directors are responsible and have the authority for enforcing all associated rules applying but not limited to individual houses, Lots, lawns, driveways, sidewalks, streets, and gates, etc. located in the FGV private gated community. FGV works together in concert with the Fenwick (main) HOA who is responsible for enforcing all associated rules applying but not limited to all of the Fenwick Lots, common areas, pool, clubhouse, etc.

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FENWICK GARDEN VILLAGE HOMEOWNERS ASSOCIATION RULES

I. USE RESTRICTIONS AND RULES FOR RESIDENTS

A. Dues: Membership in the FGV HOA is mandatory for every Lot owner. FGV HOA members shall be notified of the annual assessment amount and due date(s) at least 30 days prior to the first day of the year in which the assessment is effective. Notification of the annual assessment amount can be included in the annual meeting invitation if mailed or delivered more than 30 days prior to January 1st of the new assessment year. It is the responsibility of the owner to produce evidence to prove that dues were paid. If the error is on our part, the HOA will pay any fees in obtaining this proof from your bank. A returned check fee will be assessed in the amount of \$25.00 if a check is not honored.

1. **Invoice:** Except for those Homeowners who move to Fenwick after the annual notice of assessment has gone out in any given year (e.g., when dues are collected at closing the first year of ownership), it is the responsibility of the Homeowner to pay the dues before or on the due date, regardless of whether a statement was received.
2. **Due Date:** The dues must be paid annually on the first day of January unless another date is specified by written notice from the Board.
3. **Late Fee:** A 15% late fee shall be charged if dues remain unpaid more than fifteen (15) days from any due date and the Board shall take prompt action to collect dues including but not limited to referral for collection. Additional court costs, collection and attorney fees shall apply and are the responsibility of the delinquent Homeowner. Dues must be paid in full including all additional fees before considering the account in good standing (paid).
4. **Past Due Notice:** If the dues and late fees are not paid within 15 days after any due date, a statement will be sent informing the owner that they will have 15 more days to pay in full before the debt shall be sent for collection.
5. **Good Standing Required:** No residents (owners or tenants) may rent the Fenwick Clubhouse or Pool unless their HOA account is in good standing with all dues and/or fines, fees, etc. paid in full for both the Garden Village and the main Fenwick Associations.

B. General Use: The Fenwick neighborhood (both those properties owned by individuals and those owned by the Fenwick HOAs, the trails, ponds, greenbelts and all the other common areas) shall be used only for residential, recreational, and related purposes and for the use and enjoyment of all Fenwick residents. (Signs are posted in a number of locations around the common area as a reminder to residents of some of the rules established in the Covenants, By-Laws and Rules concerning the use of these common

areas and should be followed.)

C. Activities Prohibited in Fenwick Garden Village (FGV) Neighborhood: The activities listed below are prohibited anywhere within the FGV community unless expressly authorized by and then subject to such conditions as imposed by the Board. The list is not exclusive. Any activity that is a nuisance or that can cause harm or damage to any of the natural surroundings, regardless of whether it specifically stated, is prohibited. These restrictions, if violated, may result in a fine being imposed. Repeated violations of these rules may result in fines being increased with each offense.

1. **Dumping:** Dumping of garbage, trash, ashes, grass clippings, leaves or other debris; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond or lake, or within a resident's property or any common area is prohibited. Rocks and trees may be buried from a building site on such building site.
2. **Impairment of Drainage:** There shall be no obstruction or rechanneling of drainage flows including changes to drainage swales, storm sewers, or storm drains.
3. **Wildlife:** No capturing or trapping of wildlife is permitted except in circumstances where the animal poses an imminent threat to persons or a serious threat to property.
4. **Damage to Environment:** No activity which materially disturbs or destroys vegetation, wildlife, wetlands, or air quality, or which uses excessive amounts of water or which result in unreasonable levels of sound or light pollution shall be permitted.
5. **Unauthorized Motorized Vehicles:** No unauthorized motorized vehicles may be used in the Fenwick neighborhood; not on the pathways, trails, creeks or park areas. This prohibits the use of golf carts, four/three-wheelers, go-carts, motorcycles of any kind and motorized skate boards, hover boards, Segway's, and scooters. The Fenwick and FGV HOAs may from time to time use various motorized vehicles for the maintenance of the common areas and other such purposes. Small children's toy cars are excluded from this rule.
6. **Cutting Down Trees:** No tree or shrub in any common area of Fenwick, the trunk of which exceeds 2 inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the Fenwick HOA Board (other than trees on private Lots which are maintained at the Lot Owner's discretion).
7. **Construction in Common Area:** No construction, erection, or placement of anything, permanent or temporary is permitted on any of the common area. This includes gardens, signs, play equipment, clothes lines, garbage cans, woodpiles, above ground pools, docks, piers, antennas, satellite dishes, hedges, walls, fences of any kind, dog runs or animal pens.

8. **Landscaping in Common Area:** No landscaping, gardening, creation of flowerbeds or erection of any item is to be done on the common areas without prior written permission from the Fenwick Board. Any person proceeding without permission may be asked to restore the common area to its original condition and failing to do so; the Fenwick HOA Board may restore the common area and charge the expense to the Homeowner.
9. **Pet Waste:** Residents must pick up their pet's waste from their yard, other residents' yards and all the common areas and dispose of it properly in a waste receptacle. Any resident that does not dispose of their pet's waste properly shall be subject to the Enforcement Guidelines and may also include additional fine(s) from the City of Oklahoma City, Code 27-2. The Fenwick Garden Village HOA has placed plastic bag dispensers and trash receptacles around the community for this purpose.
10. **Foul and Obnoxious Odors:** Any activity which emits foul or obnoxious odors or other conditions that disturb the peace or threaten the health or safety of the residents of Fenwick are strictly prohibited.
11. **Activities in Violation of Law:** Any activity that violates local, state, and federal laws or regulations is prohibited. However, the Fenwick HOA Board has no authority or obligation to take any enforcement action in the event of a violation that involves criminal activity.
12. **Offensive Activity:** Any noxious or offensive activity, which in the reasonable determination of the Fenwick HOA Board may cause embarrassment, discomfort, annoyance or nuisance to any of the residents of the Fenwick neighborhood, is prohibited.
13. **Burning of Trash:** Outside burning of trash, leaves and debris or other materials is strictly prohibited.
14. **Skateboard Ramps:** No skateboard or bicycle ramps may be constructed in any yards or on any common area.
15. **Loud Noises:** The use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device that is of such a volume that it disturbs the peace of the Fenwick neighborhood is prohibited. However, alarms used exclusively for security purposes shall be permitted. Barking dogs may violate this provision if they unreasonably disturb the peace and quiet of the neighborhood.
16. **Fireworks:** Use and discharge of fireworks/firecrackers is strictly prohibited and a violation of Oklahoma City ordinances.
17. **Fire Arms:** Discharge of any fire arm, including air rifles and pistols such as pellet or BB guns, is strictly prohibited and is a violation of City ordinances. Violations should be reported to the Oklahoma City police. The Fenwick Garden Village HOA Board of Directors is under no obligation to prevent or stop such activity.

18. Parking of Vehicles:

General Parking Policy for Fenwick Garden Village (FGV): All streets in FGV are less than 30 feet in width. Any person(s) and their vehicles that have stayed, either continuously or intermittently, for 7 or more days is/are considered a resident(s) and shall abide by the parking and all other rules of the Association. Those in violation of rules including parking restrictions shall be subject to the Enforcement Guidelines.

- a. **Parking vehicles in the streets of FGV is prohibited at all times in order to accommodate large emergency vehicles and school bus transportation. Exceptions are as follows:**
 - i. **Overnight Parking (FGV streets and Common Area Parking Lots):** Only visitors of FGV residents shall be allowed street parking and then only for short periods of time (4 days or less) unless such parking prohibits emergency vehicle operation or any other stated parking rule.
 - ii. **Commercial Vehicles:** No commercial vehicle, trailer, or equipment may be parked on the street or on the lot overnight and are limited to daytime hours (not to exceed 10 hours daily) while work is being completed. A commercial vehicle is any vehicle that has advertisement on it exceeding 1' by 1', or a vehicle with non-standard attachments such as camper shells or parts such as exposed utility boxes, lifts, hoses, pulleys or cranes or baskets. This includes moving van type vehicles with large box storage and towing vehicles.
 - iii. **Delivery Vehicles:** Construction, service, and delivery vehicles shall be exempt from this provision during daylight hours for such a period of time as it is reasonably necessary to provide the service or to make a delivery.
 - iv. **Recreational Vehicles:** Boats, sleeper campers, any/all recreational vehicles may be parked on a lot for short periods (2 days) for clean-up and prepping before or after a trip. These types of recreational vehicles may not be stored permanently on a lot.
- b. **Driveway Parking:** The number of vehicles parked in driveways overnight shall be limited to the number of garage spaces attached to the house (e.g., if you have 3-car garage you may park 3 cars in the driveway and 3 cars inside the garage, if you have 2-car garage you may park 2 cars in the driveway and 2 cars inside the garage). This rule applies to all residents and their vehicles. Resident's guests may park in the driveways and streets for limited time periods only.
- c. **Posted 'No Parking':** No car or vehicle may be parked in an area that is posted "No parking".

- d. **Non-Compliant/Inoperable Vehicles:** Parking of any vehicle that does not comply with state, local, and city codes will be towed immediately. Wrecked cars, abandoned cars, unsightly cars, untagged, uncertified, flat tires, broken windows, etc. will be notified and towed at owner's expense. Vehicles left overnight may be towed at the owner's expense.
- e. **Sidewalk Parking:** At no time shall any vehicle be parked on or over any part of any Fenwick Garden Village sidewalk. No such "sidewalk" parking shall be tolerated in any Fenwick area, gated or otherwise.
- f. **Intersection/Island/Gate Parking Prohibited:** No car may park in or within an intersection area. All intersections, islands, and gates must be allowed 30 feet clearance on the curb side of the street on the approach and exit side of the intersection/island/gate.
- g. **Obstructing traffic:** No person shall park any vehicle upon a street in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic. (OKC code 32-310)

D. Uses of Homeowner's Properties:

1. **Leasing:** A Homeowner has the right to lease or rent their home.
 - a. **Leasing Form:** Homeowners shall submit a Lease Information Form to the Fenwick Garden Village HOA Board if they lease or rent their property.
 - b. **Contact Information:** All contact information for the Homeowner and the resident must be provided on the form and the Homeowner is responsible for ensuring that all information is up to date.
 - c. **Length of Lease:** The Fenwick Garden Village HOA Board has the right to set a minimum time on the length of the lease, which is currently set at 12 months.
 - d. **Homeowner Responsible:** The Homeowner of the property will be held responsible for the conduct of renters and the condition of their property and structures, as well as any dues or fines. Homeowners are responsible for their Lot and property even if living off-site or as an investor therefore, if fine(s) are assessed, both tenants and owners alike shall be fined.
2. **Use of Property for Business:** Home based businesses are permitted as long as the business activity is not apparent by sight, smell or sound; conforms to all zoning requirements, and does not require visitation to the property by customers, suppliers, other business invitees, or door to door solicitation of residents. The business activity must be consistent with the residential character of the property, and the business must not constitute a nuisance, or hazard; be offensive or

threaten the security or safety of other residents. A determination of such condition may be made by the Fenwick Garden Village HOA Board in its sole discretion.

3. **Maintenance of Property:** Homeowners are responsible for the maintenance and upkeep of their property. Structures, equipment and other items on the exterior portions of a lot that become rusty, dilapidated or otherwise in disrepair must be maintained and brought to acceptable condition.
4. **Changes to Property:** All changes to the property or structures, such as adding structures or changing the general appearance of structures, shall be started only after an application for such changes has been approved by the Architectural Committee. Such changes are subject to any Fenwick Garden village HOA Rules and guidelines set by the Architectural Committee.
5. **Pets and Livestock:**
 - a. **Livestock:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot.
 - b. **Pets:** Dogs, cats and household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. (According to Oklahoma City ordinances, not more than 3 dogs can be kept on each lot.)
 - c. **Pets Restrained:** Dogs and cats must be restricted behind a fence, on a leash or in a building at all times.
 - d. **Immunizations:** All dogs and cats must have their annual required immunizations. A record of those immunizations should be on their tags, which should be worn at all times. (Residents should report a violation of the rules regarding pets to the Oklahoma City Action Desk.)
6. **Unsuitable Hobbies:** Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to the outside of any structure on a Homeowner's property is prohibited.
7. **Trash/Recycle Containers:** The appearance of rubbish/trash/recycle containers, the accumulation of rubbish, trash, or garbage is prohibited and trash/recycle containers must be placed in an area out of sight for storage. If a lot has no fence, trash/recycle containers must be placed at least 3 feet behind the front face of the building farthest from the street, generally the front door. However, trash and trash/recycle bins may be set at the curb at regular trash pickup times in approved containers. Trash and trash/recycle bins may not be put out for pick up before 7:00 pm the evening before pick up and must be returned to their storage location by 8:00 pm the evening of pick up. Placing trash/recycling out for pick up for a longer period of time is subject to a fine by the City of Oklahoma City and the Fenwick Homeowners Association.
8. **Storage of Gasoline:** On site storage of gasoline, heating or other fuels is strictly

prohibited, except for a reasonable amount to be used for emergency purposes and operation of lawn mowers and similar tools or equipment. The Fenwick HOA may store fuel for the operation of maintenance vehicles, generators, and equipment.

9. **Garage Sales:** Garage sales are generally prohibited in the Fenwick neighborhood. However, the Fenwick HOA Board designates two weekends a year, one in the spring and one in the fall, for residents in the ungated area to hold garage sales. Each resident who wants to hold a garage sale must first get their own individual city permit to display in a visible location to any inspector from the city. (For information call the city of OKC.)
10. **Conversion of Garages:** Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area must file an application with the Architectural Committee and receive approval before beginning any work.
11. **Advertising:** No sign of any kind advertising the sale of any goods or service(s) shall be displayed anywhere on any lot. Real estate signs advertising the sale of a home and signs stating that a home is for lease that are no larger than 18 inches by 24 inches are permitted during the sales period or until the home is leased, respectively. Construction or maintenance of any billboard or structure is prohibited.
12. **Artificial Vegetation:** No artificial grass, trees or plants shall be placed or maintained in such a manner that it may be seen from outside the lot, unless approved by the Architectural Committee.
13. **Sprinkler Systems:** Sprinkler and irrigation systems or wells of any type may not draw water from creeks, lakes, streams, rivers, ponds, wetlands, canals, or other ground or surface waters. The Fenwick HOA has the right to draw water from these sources.
 - a. **Restricted Watering Rules, City of OKC:** Compliance with mandatory watering (lawn irrigation or any other outside use of water) restrictions by the City of Oklahoma City and the FGV Association is required at all times. The City of Oklahoma City's water rationing restrictions (if any) are posted online at www.okc.gov and are also included in monthly water bills.
 - b. **Restricted Watering Rules, FGV HOA:** Intermittent work on the private Association owned roadways, emergencies or other Association needs as established by the FGV HOA Board of Directors may sometimes require additional watering limitations. Once the requirement of additional mandatory limited irrigation or any other outside water usage restriction has been established and proper notice has been distributed to all affected Lots (either by USPS mail, hand delivered, by phone or e-mail contact), the following shall apply:

1. **Enforcement Guidelines:** Shall apply if ample time exists.
 2. **Work Stoppage Penalty:** If appropriate notice has been provided and prohibited water usages occurs resulting in delays to road work, violators shall be billed at the contractor's daily price rate for work stoppage.
 3. **Water Shut-Off Possible:** Violations of this type resulting in the delay of any road construction crew's work for two (2) or more days shall result in the Lot owner's irrigation or water system being turned off at the outside receptacle for the duration of the road work (this applies only to separate irrigation and water systems other than those used for plumbing to supply water to the inside of the home).
 4. **Excessive Watering:** Homeowners who water may not have runoff further than 200 feet from their property.
14. **Front Lawn Clutter:** The front lawns of Homeowners' property including the driveway as well as all easements, streets, and common property shall be free of all toys and tools, including, but not limited to bikes, balls, scooters, swings and power tools, overnight.
15. **Estate Sales:** All estate sales must be conducted by a professional estate sales agent. The house must be vacated by the owner prior to the sale. No more than three consecutive days can be allotted for the sale. All items must be kept inside the home during the period of the sale. Gates will be opened only at the request of the sales agent.

II. DESIGN GUIDELINES

- A. **Establishment:** Pursuant to the Fenwick and Fenwick Garden Village CC&Rs the standards and specifications stated below shall constitute the Design Guidelines for the Fenwick Garden Village HOA. The methods of enforcement of the provisions of the Design Guidelines in this document are outlined in the last section of this document. All residents need to review these Design Guidelines BEFORE submitting an application for approval to begin any landscape or architectural projects, including additions, or changes to any part of the lot. Any/all costs incurred by removing/re-doing a project that has not been or is not approved by the Architectural Committee shall be the responsibility of the Homeowner in addition to fines for leaving a project uncorrected.
- B. **Homeowners' Projects:** Homeowners should review these Design Guidelines **BEFORE** beginning any landscape or architectural projects, including additions or changes to any part of the lot.
- C. **Procedures for Approvals:**

1. **Application:** An application form must be completed and presented to the Architectural Committee before work is started on any project. The application shall be evaluated to determine the appropriateness for all changes to type or color of structures. The application/approval process shall determine if the change is appropriate for the neighborhood. Applications shall include drawings and descriptions. Starting work before written approval is received will result in an automatic \$1,000 fine. All work must stop immediately and not resume until an application is approved and a letter is received to approve the project.
2. **Notice:** The Architectural Committee will approve or deny requests within 30 days of receipt and a letter/email of approval will be sent. Approval is not complete until the letter/email is received. If approval is NOT given, all necessary changes must be made to the project to bring it to compliance within 30 days.
3. **Completion Time Limit:** Approved projects must be completed within 120 days from the date of Architectural Committee's letter/email of approval.
4. **Inspection:** After the 120 days have passed the Architectural Committee will inspect the project and, if the project has been completed and is approved by the Committee, a final approval letter/email may be sent.
5. **Incomplete Project:** If the project is not completed within this time the approval will become void and a new written approval or extension must be requested. It may be considered a violation if this guideline is not met. Once a project is completed, it is the responsibility of the owner to keep everything in good repair. Allowing any part of the property or buildings to be in disrepair or unkempt, may be a violation of these guidelines and subject to enforcements.
6. **Emergency Replacement:** Replacement of existing structures or any part of the property does not require an application if replacement is exactly the same as the original in appearance; otherwise, approval of changes is necessary.
7. **Retention of Letter/Email:** It is the owner's responsibility to keep a copy of the approval for future reference.
8. **No Waiver of Future Approvals:** Approval of any/all projects does not inherently imply approval to subsequent projects.
9. **Variiances:** Also, if non-conforming improvements are made and approved by the Board (e.g., through error or hardship, etc.) it is not to be construed as permission for future non-compliance or waiver of future enforcement rights. Under certain circumstances, the Board may authorize variances at times. Inability to obtain permits or other government approval or financing shall not be considered a hardship warranting a variance.

D. Specific Guidelines: The following specific guidelines shall control any further

development or changes to any existing properties:

1. **Roof Specifications:** When replacing or repairing roofs, all residences shall incorporate or maintain a 9/12 minimum roof pitch for front view and use, as a minimum, 30-year composition shingles, including for any additions and connected parts of the residence (e.g., covered patios). Due to numerous variations in shingles and manufacturing styles and types, any change in style from the original shingles or the following colors found in the Grand Sequoia AS Shingles: Adobe Sunset, Charcoal, Dusky Gray or Weathered Wood, and include a Seal-A-Ridge AS SBS-Modified IR Ridge Cap Shingle; requires pre-approval from the Fenwick Garden Village HOA Architectural Committee before any construction can begin. The website for these roof shingles is: <https://www.gaf.com/>
2. **Architectural Details:** Construction finishes to the residence may include cast stone, rock accents, shutters, copper, and other materials that are complimentary to existing structures in the neighborhood. Vinyl and wood siding are prohibited. Any additions to the structure after it was originally approved should conform to the construction finishes for the residence.
3. **Chimneys:** Fireplace chimneys on the structure of the residence must have brick or masonry veneer, except where a direct vent chimney is installed.
4. **Mailboxes:** All mailboxes must be of a standard cast iron with a visible number plate complimentary to existing installations in the rest of the neighborhood and requires pre-approval from the FGV HOA Architectural Committee. Mailboxes in need of repair or replacement shall be repaired or replaced within 30 days of being damaged or removed.
5. **Fencing:** Fencing must be white or tan vinyl or black wrought iron and may NOT be closer to the street than the front building line of the house. If the lot adjoins the green belt or common area, it must be "see through" non-privacy styles. Prior to installation, an owner or builder must submit specifications for any proposed fencing to the Architectural Committee for approval. A survey of the property should be made to determine the location of any fence to avoid possible infringement on neighbors or Fenwick HOA property.
6. **Painting:** Finishes applied as part of any maintenance or refurbishing process must be done with materials and colors that are complimentary to and consistent with other residences in the neighborhood. Prior to commencement of any such project that changes the color of the property, the Homeowner must get approval from the Architectural Committee.
7. **Detached Structures:** Detached structures intended for storage may be permitted, subject to the approval of the Architectural Committee, and any needed city permits. They shall be built of materials other than metal. Plastic, wood, masonry, and siding may be acceptable, depending on placement and size of the structure. Position/placement of the structure will be part of the

approval considerations. These guidelines apply to ALL outbuildings, whether they are visible from outside the Homeowner's property or not.

8. **Play Equipment:** Notwithstanding previous amendments to the Fenwick CC&Rs, all play sets, swings, or other play and recreational equipment to be installed on any lot, must also be approved, before installation. Small equipment, such as "little Tykes" is allowed, but must be kept in an orderly manner if it, or any part of it, can be seen from anywhere outside the Homeowner's property.
9. **General Appearance:** The property owner is responsible for maintenance of structures, landscaping, and general yard appearance to meet the neighborhood standards stated in the Fenwick CC&Rs. **To further clarify, as a visual rule of thumb, Homeowners' yards and flowerbeds shall be compared to the Fenwick HOA common areas in and around the park and entrances under normal situations.** Every Fenwick Homeowner shall keep their flower beds free of weeds **and grass** year-round; lawns mowed, **weed-free (including but not limited to dallis grass, crabgrass and other 'grasses' that are considered weeds by definition,** and edged consistently during the mowing season. **Lawns shall be kept green during the spring & summer season.** Bushes shall be **live**, trimmed and shaped. Trees shall be **live**, trimmed and cut back to enhance the property. Over grown shrubs and trees that cover over the front of houses or that extend outside of their intended area(s) shall not be tolerated. In the case of lots with new construction, the builder is responsible to meet all neighborhood standards stated in the Fenwick CC&Rs once the structure is completed or within eighteen (18) months from the construction start date, whichever comes first.
10. **List Not Exclusive:** This list is not exclusive and may include such other guidelines or limitations as the Fenwick Garden Village HOA Board of Directors may add, as well as such others as may be determined by the Architectural Committee on a case-by-case basis.
11. **Height:** Although the height of the building is not specific, considerations will be given based on the amount of actual visibility of the detached structure, from the street as well as the neighboring lots. There are no pitch requirements for outbuildings and the requirements for an attached structure do not apply to detached, outbuildings. Approval of height will be made from the application information on a case-to-case basis.
12. **Size:** Approval of size will be made from the application information on a case-to-case basis.
13. **Placement:** The placement of the structure will be approved based on the visibility of the structure from the street as well as neighboring lots. It must not interfere or block the natural straight-line visibility from a neighboring lot. The approval of the placement of the structure will be made based information on the application on a case-by-case basis.

E. Grandfather Provision: Buildings that were constructed and changes that were made to a structure prior to January 1, 2008, that would otherwise be in violation of these Design Guidelines shall be permitted to remain without change. However, home- owners with this situation should contact the Architectural Committee and request that it issue a letter approving this variance from the Design Guidelines. The Architectural Committee will issue a letter approving any such building or change. Such letter will be essential to protect you and any purchaser of your home if you are charged with a violation of the Design Guidelines at a future time.

F. Enforcement Guidelines:

1. **First Letter:** When the FGV HOA Board receives a report of a violation of the Design Guidelines for our private gated community, the FGV HOA Board will validate the claim and then send a letter to the Homeowner bringing to their attention that they are in violation of one of the Design Guidelines or other rules of the Fenwick Garden Village HOA or Fenwick main HOA. The letter will ask that they come into compliance. It will not discuss fines, liens or other forms of enforcement. In some cases, an egregious architectural violation may constitute the assessment of an immediate \$1,000 fine.
2. **Second Letter:** If the violation is not corrected, the FGV HOA Board and/or Fenwick HOA Board will send a second letter to the Homeowner stating the nature of the violation, setting a date by which time the violation must be remedied and notifying them of the potential fines and methods of enforcement available to the FGV and Fenwick HOA Boards.
3. **Fines:** If the violation continues, the FGV and/or Fenwick HOA Board may impose fines against the Homeowner in the amount of \$100 for the first month and raised in increments of \$100 per month until the guidelines are met, take action to remedy the violation and bill the Homeowner for the costs or seek injunctive or other legal relief.
4. **Collection and Liens:** If the Homeowner refuses to pay fines or costs, the Fenwick and/or FGV HOA Board(s) may turn the debt over to a collection agency to recover the fines and costs or place a lien against the property to recover all such fines and fees.
5. **Board Charge:** The Fenwick HOA and Fenwick Garden Village HOA Board of Directors are charged with the responsibility to enforce the Bylaws, Covenants, Conditions and Restrictions, Design Guidelines, and the Rules and Regulations.

G. Appeals Process: Homeowners may address the Fenwick HOA or Fenwick Garden Village Board at any Board meeting to present their case regarding any action taken by the Board. The Homeowner shall notify the Board of any such appeal at least 24 hours prior to the meeting. Upon hearing from the Homeowner and any other concerned person, the Board shall render a decision, and such decision shall be final.

H. Special Note: Homeowners should contact the Architectural Committee, submit an

Architectural Application and request that a letter be issued approving any variance from the Design Guidelines in the case of **buildings that have been constructed and changes that have been made to the Lot or outside structure(s) prior to the adoption of these Design Guidelines if a conflict exists.** By obtaining such a letter, you will protect yourself and any purchaser of your home from being charged with a violation of the Design Guidelines.

III. ENFORCEMENT OF CC&Rs, BYLAWS AND RULES:

A. General Violations:

1. **Purpose:** As members of the Fenwick Garden Village (FGV) Community we all want to see that the neighborhood is kept in an attractive and well-maintained condition. For this reason, there are CC&Rs, By-Laws and Rules for our private gated area that we have all agreed to by making our home here. The purpose of these rules is to enhance the enjoyment of the residents who live here and to maximize our property values.
2. **Board Duty:** To ensure that these are followed the Fenwick and FGV HOA Board of Directors have been given the responsibility to enforce them. It may levy fines, make special assessments and take other actions against violations or these rules.
3. **Procedures:** Enforcement procedures include giving notice to a resident, owner and/or off-site owners of a violation. The first notice may be in the form of a letter, a posted sign or a personal visit. If the violation continues, second and subsequent notices and fine(s) may be assessed against either or both the Homeowner and/or the resident or other action taken by the FGV Board in accordance with the processes below.

B. Two Types of Violations:

1. **Prohibited Activity:** Violations regarding a prohibited activity include those violations that require an activity to cease; such as excessive noise, riding go-carts in the neighborhood and any other such prohibited activities. These violations are each treated separately and consequences occur for each time the violation happens. Notification of the violation will be repeated with each occurrence.
2. **Prohibited Condition:** Violations regarding a prohibited condition include those violations that require some action by the resident to come into compliance. These violations include, but are not limited to, violations of the Architectural Design Guidelines, unkempt landscaping or structures, debris and the prohibited parking of vehicles.
3. **Enforcement Process**
 - a. **First Notice:** When the Fenwick HOA Board or Fenwick Garden Village HOA Board receives a report of a violation of the Fenwick and/or FGV

CC&Rs, By- Law or Rules, the violation shall be verified by a local FGV Board member. If verified, the FGV Board will send a letter to the owner and current residents, if the owner lives off-site, bringing to their attention the violation. The letter will ask that they cease any such activity and/or take action to come into compliance. It will not discuss fines, liens or other forms of enforcement.

- b. **Second Notice:** If there is a second violation, or if a prohibited condition is not corrected, the Fenwick HOA and/or FGV Board will send a letter to the residents stating the nature of the violation, quote the pertinent Covenant, By-law or Rule and notify them of the potential fine and methods of enforcement available to the Fenwick HOA Board and/or FGV HOA Board. If the violation consists of a prohibited condition the letter will also set a date by which time the condition must be remedied.
- c. **Fines for Prohibited Activity:** Upon a third violation of a prohibited activity, the Fenwick and/or FGV HOA Board may impose a fine against the residents in the amount of \$100 for each violation. Subsequent violations of the same Covenant, By-Law or rule may result in an increase in the amount of the fine by increments of \$100 up to a maximum of \$500 for each occurrence.
- d. **Fines for Prohibited Condition:** If the prohibited condition is still not corrected, the Fenwick and/or FGV HOA Board may impose fines against the resident in the amount of \$100 for the first month, which may be increased in increments of \$100 per month, up to \$500.00 a month, until the condition is corrected. In the alternative the Fenwick HOA Board may take action to remedy the violation and bill the residents for the costs or seek injunctive or other legal relief.
- e. **Hearing:** Although all residents are encouraged to attend the meetings of the Fenwick Garden Village HOA Board of Directors (which are typically held quarterly, on the fourth Monday of the month), the notified residents may address the FGV Board and present their case regarding the violation at the first Board meeting following the receipt of the notice or at the following Board meeting. If the residents choose to appear before the Board, it will hear them and any other concerned persons. Following the hearing, or after the latter Board meeting, if the residents choose to not appear, the Board shall render a decision and such decision shall be final.
- f. **Collection of Fines and Costs:** If the residents refuse to pay the fines or costs, the FGV or Fenwick HOA Board(s) may turn the debt over to a collection agency to recover the fines and costs or place a lien against the property to recover all such fines and costs.
- g. **Exceptions:** Certain violations may be so obvious and egregious that the FGV and/or Fenwick HOA Boards have the authority to forego the above stated procedures and take immediate action. Those violations are ones

that place the health, safety or welfare of the FGV residents in danger.