

RULES

OF THE FENWICK HOMEOWNERS ASSOCIATION

The following Rules of the Association shall apply to all areas of the Fenwick Addition until such time as they are amended, modified, repealed or limited by the Board of Directors of the Fenwick Homeowners Association, Inc., an Oklahoma non-profit corporation, as prescribed by the Declaration of Covenants, Conditions and Restrictions.

These Rules update and replace the previous Initial Use Restrictions and Rules, attached as either Exhibit A or B of the Declaration of Covenants, Conditions and Restrictions. It establishes procedures for the Fenwick HOA Board to enforce the Fenwick Covenants, Conditions and Restrictions, the By-Laws, the Design Guidelines and these rules.

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FENWICK HOMEOWNERS ASSOCIATION RULES

I. DOCUMENTS OF THE FENWICK HOMEOWNERS ASSOCIATION

A) **Articles of Incorporation:** Articles of Incorporation is filed with the Oklahoma Secretary of State and established the Fenwick Homeowners Association, Inc. as a nonprofit corporation. A copy of this document can be obtained by requesting it from the Fenwick HOA and the Office of the Secretary of State.

B) **Declaration of Covenants, Conditions, and Restrictions (CC&Rs):** The CC&Rs are rules that apply to a group of homes or lots in a specific development or subdivision; in this case the homes, lots and property of the Fenwick subdivision.

1. **Recording:** They are filed of record in the Oklahoma County Registrar of Deeds Office and define how property in the subdivision may and may not be used.

2. **Purpose:** They prevent property owners from making changes to their individual properties that could result in an unattractive or inharmonious setting, which could adversely affect the value of other owners' property.

3. **Multiple CC&Rs:** Each section of Fenwick has its own CC&Rs. They are all very much alike, but there are some differences.

4. **Obligation to Obey:** All homeowners have committed to follow the CC&R's by their purchase of their home.

5. **Enforcement:** The Fenwick HOA Board is required to enforce the CC&Rs for both the ungated area of Fenwick and the Fenwick Streets and Drainage gated area, which is West of Western Avenue.

6. **Enforcement of FGV CC&Rs:** The Fenwick Garden Village Board has the authority to enforce CC&Rs within their gated area, which is West of Fenwick Boulevard. A copy of or a link to the CC&Rs for all the sections in the Fenwick neighborhood can be found at the Fenwick HOA website:
www.fenwickcommunity.org.

C) **By-Laws:** The By-Laws outlines the structure of the Fenwick HOA and the specific rules pertaining to the organization and operation of the Board of Directors. There is one set of By-Laws for each of the three Fenwick HOAs. (A copy of, or a link to, the By-Laws can be found at the Fenwick Website: www.fenwickcommunity.org.)

D) **Rules:** This document, 'The Rules of the Fenwick HOA', establishes policies and procedures to govern the interpretation, application, and enforcement of the Fenwick CC&Rs, By-Laws, and these Rules.

1. Use Restrictions: These Rules replace the previous Initial Use Restrictions and Rules, attached as either Exhibit A or B of the Declaration of Covenants, Conditions and Restrictions. They also establish procedures for the enforcement of the Fenwick Covenants, Conditions and Restrictions, the By-Laws and these rules.

2. Design Guidelines: Architectural, design, development, and other guidelines, standards, controls, and procedures including, but not limited to, application and review procedures to provide guidance to homeowners regarding all structures and improvements in the Fenwick neighborhood.

3. Clubhouse Rules: Rules concerning the rental and use of the Fenwick clubhouse at 16801 Fenwick Boulevard.

4. Pool Rules: Rules concerning the use of the Fenwick pool.

II. BOARD OF DIRECTORS

A) **Scope of the Homeowners Associations and Membership:** The various Fenwick section's CC&Rs establish rules for the membership in the three (3) Homeowners Associations.

1. All Homeowners: All homeowners, no matter in what area of the Fenwick neighborhood they own a home, are members of, and pay dues to, the Fenwick Homeowners Association (Fenwick HOA).

2. Homeowners in Gated Areas: Any homeowner who owns a home in one of the two (2) gated areas is a member of and pays the **additional** dues for that Homeowners Association, either the Fenwick Streets and Drainage Ways Maintenance Association #1 (Fenwick S&D) or the Fenwick Garden Village Homeowners Association (FGV).

3. Gated Areas' Rules: Each gated area homeowners association has rules and regulations specific to their area. Please refer to the appropriate CC&Rs for the section in which you live.

4. Fenwick HOA Authority: The Fenwick HOA has the responsibility to maintain all common areas (including the clubhouse, pool, and all park areas); create, amend and enforce the Use Restrictions and the Design Guideline in the Fenwick Rules, below, for all of the Fenwick addition.

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5. Fenwick S&D Authority: Fenwick S&D has the responsibility to maintain their streets and drainage ways, control access to their area, and maintain their gates.

6. FGV Authority: The FGV has the responsibility to maintain their streets and drainage ways, control access to their area, maintain their gates, create, amend and enforce the FGV Use Restrictions, and create, amend, and enforce the FGV Design Guideline for all of the FGV addition.

B) Meeting and Records: The Fenwick HOA Board of Directors shall meet regularly to carry out its duties and responsibilities. All residents are encouraged to attend these meetings, which are currently held on the 3rd Monday of every month. The Board may exclude residents when it meets in executive session. Minutes of all Board meetings, including the annual meeting, are created and maintained by the Board. The Board will provide to homeowners, any association information required by law and by these governing documents to be disclosed.

C) Board Member Duties: In an effort to foster a vibrant, responsive and competent homeowners association that will provide a sense of community and responsible leadership, the By-Laws establish specific roles and responsibilities for the officers of the Fenwick HOA. The Board may assign the other members of the Board a specific role and duty(s) at the Board of Directors' Meeting immediately following the annual meeting. These responsibilities are flexible and may be changed as the Board determines necessary.

D) Enforcement Duties: It is the duty of the Board to enforce all of the HOA documents in accordance with the guidelines provided in each.

III. COMMITTEES

A) Creation: The Fenwick Board may from time to time create offices and committees, and appoint by majority vote individuals to fill them. All decisions and recommendations made by a committee shall be done by majority vote. In creating committees it is the intent of the Fenwick Board to encourage the involvement of non-Board members and to allow them to contribute to the neighborhood and to involve them in the decision-making process.

B) Written Records: All meetings of committees shall be recorded and the minutes shall be maintained. The minutes shall include the members in attendance and all decisions made. A report of the committee meeting shall be made at the following meeting of the Fenwick Board. The committee's minutes shall be adopted by the committee at its next meeting and submitted to the Board, which shall retain them with the other official records of the Fenwick HOA.

C) **Committee Quorums**: A quorum at a committee meeting shall be those members present at a duly called meeting of the committee for which there was adequate and timely notice to all its members.

D) **Expenditures**:

1. Budgeted Expenditures Under \$1,000.00: Funds in the Fenwick HOA budget approved at the annual Fenwick homeowners meeting may be used by a committee at its discretion for items falling within the general purpose for which the money was budgeted, if the amount is under \$1000.

2. Budgeted Expenditures Over \$1,000.00: Expenditures of over \$1000 must be approved by the Fenwick Board prior to any commitment to the expense.

3. Unbudgeted Expenditures: Projects and expenses of more than \$100 not in the adopted Fenwick HOA budget must be approved by the Fenwick Board.

4. Emergencies: All emergency repairs will be dealt with by the Fenwick Board on a case-by-case basis.

5. Reimbursements: No officer or other individual who has authority to write checks on any of the accounts may write a check reimbursing him/her. Violation of this provision shall result in the automatic removal of all check-writing privileges and loss of office.

6. Confirmation: All invoices received by Fenwick HOA from a vendor who was engaged by the Fenwick Maintenance Committee to provide goods or services must be approved by a member of the Fenwick Maintenance Committee with knowledge of the project before it may be paid.

IV USE RESTRICTIONS AND RULES FOR RESIDENTS

A) **Dues**: Following the Annual Meeting, homeowners will be invoiced for the amount of dues for the upcoming year.

1. Invoice: Except for those homeowners who move to Fenwick after the invoicing period in December, it is the responsibility of the homeowner to pay the dues on or before the due date, regardless of whether an invoice was received.

2. Due Date: The dues must be paid by February 15TH.

3. Late Fee: A \$50.00 late fee shall be charged if dues are paid later than the due date. The dues and any late fees must be paid by March 15th. All dues paid after February 15th MUST include the late fee before it is considered paid.

4. Past Due Notice: If the dues and late fees are not paid by March 15th, a letter will be sent informing the resident/owner that they will have until April 1st (15 more days) until the debt is sent for collection.

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 Neighborhood: The activities listed below are prohibited anywhere within the Fenwick Neighborhood. The list is not exclusive. Any activity 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, harming, 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. Motorized Vehicles: Motorized vehicles that are not street-legal are prohibited in the Fenwick neighborhood on the streets, pathways, trails, creeks and/or park/common areas. This prohibits the use of golf carts, four-wheelers, 3-wheelers, go-carts, motorcycles of any kind and motorized skate boards and scooters. The Fenwick HOA 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, 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 Board.

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 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. The Fenwick HOA and the FGV HOA have placed plastic bag dispensers around the neighborhood 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 Board has no authority or obligation to take any enforcement action in the event of a violation.

12. Offensive Activity: Any noxious or offensive activity, which in the reasonable determination of the Fenwick 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 is strictly prohibited and is a violation of city ordinances. Violations should be reported to the Oklahoma City police. The Fenwick HOA Board is under no obligation to prevent or stop such activity.

18. Parking of Vehicles:

a. Overnight Parking: The parking of any vehicle on public streets or the thoroughfares of the Fenwick neighborhood over night is prohibited.

b. Daytime Parking: Vehicles may be parked on the public streets during the day for reasonable periods of time, but no longer than 10 hours.

c. Commercial Vehicles: No commercial vehicles may be parked on the street, or on the lot overnight, and are limited to daytime hours 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.

d. 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.

e. Recreational Vehicles: Boats, sleeper campers, any and 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 also be stored permanently on a lot only if they are parked behind the front building line, are behind a solid fence, and **must be on a concrete pad**. They shall be limited to a **maximum of 8'** in height, hidden behind an 8' fence, or may be visible up to 2' above a 6' fence from ground level. In all cases, these types of vehicles shall not be visible in any other way (i.e., through the slats of stockade fences, through ornamental fencing, or from the greenbelt common areas, etc.). All newly constructed fences require pre-approval from the Fenwick Architectural Committee (see process and application info on our website: www.fenwickcommunity.org).

f. Driveway Parking: The number of vehicles parked in driveways overnight shall be limited to the number of garages attached to the house (e.g., if you have 3-car garages you may park 3 cars in the driveway

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and 3 cars inside the garage; if you have 2-car garages 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.

g. Sidewalk Parking: At no time shall any vehicle be parked on or over any part of any Fenwick sidewalk. Blocking the sidewalks forcing adults and children to walk out into the street is a safety issue. Parking over or blocking a city sidewalk is also a violation of OKC ordinances, see Municipal Code Chapter 59, Section 10250.8. No such 'sidewalk' parking shall be tolerated in any Fenwick area, gated or otherwise.

19. Fishing: Fishing in the Fenwick streams is not permitted except from the shoreline and with the appropriate licenses. The ponds/lakes and streams are for the use and enjoyment of our residents, and only residents and their guests are authorized to fish in them. Signs are posted along the pond with Oklahoma's fishing regulations. We also recommend catch and release to preserve our fish population.

20. Swimming and Watercraft Prohibited: Swimming and wading and the use of boats, floatation devices or other active use of the lakes within the PROPERTY is prohibited, except that small water craft may only be used for HOA purposes. The ASSOCIATION shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the PROPERTY. Declarant, its successors and assigns, shall be permitted to draw water from the lake within the PROPERTY for purposes of irrigation and such other purposes as Declarant shall deem desirable.

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 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 insuring that all information is up to date.

c. Length of Lease: The Fenwick Board has the right to set a minimum time on the length of the lease.

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.

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 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 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. A total of 4 household pets are allowed on any Fenwick property.

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 Containers: The appearance of rubbish/trash containers, the accumulation of rubbish, trash, or garbage is prohibited except that trash may be set at the curb at regular trash pick up times and in approved containers. Trash may not be put out on the curb more than 3 days before pickup and is subject to a fine by the city if it is placed on the curb for a longer period of time. Except for pick-up days trash containers must be placed in an area out of sight for storage.

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 or go to www.okc.gov.) Residents in the gated communities may participate if their respective Boards have agreed to allow garage sales in their areas.

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 can be displayed on any lot except for one professional sign not to exceed one square foot, real estate signs for the sale of a home, signs stating that a home is for rent, and builder's signs during construction and the sales period. 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.

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, and power tools overnight on a regular basis.

V. DESIGN GUIDELINES

A) Establishment: Pursuant to the Declaration of Covenants & Restrictions of the Fenwick neighborhood, the standards and specifications stated below shall constitute the Design Guidelines for the Fenwick Homeowners Association. 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/redoing 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) Application: These guidelines DO NOT apply to Fenwick Garden Village, which has its own guidelines.

C) Homeowners' Projects: All homeowners/residents need to review these Design Guidelines **BEFORE** submitting an application to begin any landscape or architectural projects, including additions or changes to any part of the lot.

D) 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 the written letter of 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 45 days of receipt and a letter of approval will be sent. Approval is not complete until the letter 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 approval.

4. Inspection: An inspection of the project will take place at this time and a final approval letter will 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 are necessary.

7. Maintenance: It is the owner's responsibility to keep a copy of the approval for future reference.

8. Retention of Letter: It is the owner's responsibility to keep a copy of the project's letter of approval.

9. No Waiver of Future Approvals: Approval of any/all projects does not inherently imply approval to subsequent projects.

10. Variances: 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. As long as the Declarant owns any portion of Fenwick, the Board may not authorize variances for major structural projects without the written consent of the Declarant (excludes fences, storage buildings, etc. which now fall under the authority of the Board).

E) Specific Guidelines: The guidelines include, but are not limited to (see requirements for detached structures below):

1. Roof Specifications: All residences shall incorporate a 8/12 minimum roof pitch for front view and use, as a minimum, 35 year composition shingles for any additions and connected parts of the residence, including covered patios. Due to numerous variations of color any/all changes in roof color and type must be pre-approved; any change in color from the original shingles requires pre-approval from the Architectural Committee.

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 with the construction finishes for the residence.

3. Chimneys: Fireplace chimneys on the structure of the residence must be brick or masonry veneer, except where a direct vent chimney is installed.

4. Mailboxes: All mailboxes must be of brick, with a visible number plate complimentary to existing installations in the rest of the neighborhood.

5. Fencing: Fencing must be black wrought iron, wood, or vinyl. Chain link is only permitted where it currently exists. It 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 locate any fence to avoid possible infringement on neighbor(s) or common 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 for 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. 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: Not withstanding previous amendments to the Covenants & Restrictions, all play sets, swings, or other recreational equipment to be installed on any lot, must also be approved, before installation on any lot in the neighborhood. 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. Every Fenwick homeowner shall keep

their flower beds free of weeds year round; lawns mowed and edged consistently during the mowing season; bushes shall be trimmed and shaped; trees shall be 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 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 Homeowners Association 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.

F) 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, homeowners 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.

G. Enforcement Guidelines:

1. First Letter: When the Board receives a report of a violation of the Design Guidelines, the 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 of the Fenwick Homeowners Association. The letter will ask

that they come into compliance. It will not discuss fines, liens or other forms of enforcement.

2. Second Letter: If the violation is not corrected, the 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 Board.

3. Fines: If the violation continues, the 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 Board 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 Board of Directors is charged with the responsibility to enforce the By Laws, Covenants and Restrictions, Design Guidelines, and the Rules and Regulations.

H. APPEALS PROCESS: Homeowners may address the 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.

I. SPECIAL NOTE: Homeowners should contact the Architectural Committee and request that it issue a letter approving any variance from the Design Guidelines in the case of **buildings that have been constructed and changes that have been made prior to the adoption of these Design Guidelines.** 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.

VI. CLUBHOUSE RULES AND PROCEDURES

A) Purpose: These clubhouse rules are intended to preserve and maintain the value of the clubhouse while providing a benefit to the residents of Fenwick.

B) Reservations: Reservations for the use of the clubhouse are required and must be made by an adult resident of Fenwick (see clubhouse/pool rental contract online for more details.)

- C) **Rates:** The following rates are for renting the clubhouse for all or any part of a day:
1. **Public Event:** Free to any Fenwick resident using the clubhouse for any neighborhood function open to all residents;
 2. **Private Event:** The Fenwick Board shall establish a rental amount for the year at the first regular Board meeting of the year for any resident using the clubhouse for a personal event (currently \$75.00); and
 3. **Commercial Event:** The Fenwick Board shall establish a rental amount for the year at the first regular Board meeting of the year for any resident using the clubhouse for commercial purposes or on behalf of a company (currently \$150.00).
- D) **Good Standing Required:** No residents may rent the clubhouse unless they are in good standing with any dues or fines.
- E) **Frequency of Rental:** The Board has the authority to limit the number of times and how often a resident may rent the clubhouse.
- F) **Clean-up:** The clubhouse event must end and guests must be out of the clubhouse no later than 1:00 a.m. However, residents may clean the clubhouse after 1:00 a.m. The residents may clean up the next morning provided there is not another event scheduled for that next day.
- G) **Return of Key:** The clubhouse key must be returned no later than noon the day following its use, or by other prearrangement.
- H) **Clean-up Procedures:** Clean-up procedures posted in the clubhouse must be strictly adhered to. The residents may be assessed a clean-up fee of up to \$200 if the clubhouse is not properly cleaned. Until the fee is paid, the resident will not be able to rent the clubhouse, may lose other privileges and may be subject to action by the Fenwick Board.
- I) **Clubhouse Secured:** The clubhouse will remain locked at all times when it is not in use. Appointments to view the clubhouse can be made with the Board member responsible for the clubhouse.
- J) **Smoking and Pets:** Smoking and pets are not permitted in the clubhouse

VII. **POOL RULES**

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- A) **Purpose:** These pool rules will be enforced by the members of the HOA Board of Directors and the Lifeguards. These rules are intended to enhance the safety and enjoyment of the pool by all Fenwick residents. A number of these rules are required by the State Health Department. For the benefit of all those who use the pool, all residents and guests are expected to comply with all of the rules.
- B) **Good Standing Required:** No residents may use the Fenwick pool unless they are in good standing with all dues and/or fines paid in full.
- C) **Pool Days and Hours:** The Fenwick Board shall set the pool days and hours for the summer season when contracting with a pool management company.
- D) **Private Parties:** Residents can make arrangements to use the pool area for a private party, outside of the pool's regular hours set by the Board. The cost for renting the pool shall be set for the swimming season by the Fenwick Board prior to the opening of the pool (the current rate is \$50.00 per use). It is the responsibility of any resident renting the pool to make arrangements to have the appropriate number of lifeguards on duty for the period of time that they use the pool area. Renter is personally responsible to make such arrangements and pay the lifeguards for their services. The cost of the lifeguards is the responsibility of the resident renting the pool and is not included in the rental fee. Renter must provide proof to the pool/clubhouse manager that such arrangements have been made before pool rental is complete (the Board may require that a renter use the pool management company's lifeguards; see clubhouse/pool rental contract online for more details.)
- E) **Residents' Identification:** Residents who are in good standing shall be required to register on their first visit to the pool each year. Proof of Fenwick residency shall be established when the homeowner produces utility bills or drivers' license with a matching Fenwick address when they register. Follow-on visits to the pool will be verified by an identification system established and provided by the Board prior to each swim season (this could be in the form of ID cards, bracelets, pool log and attendant check, or other pre-established process). Individuals who do not have appropriate identification, according to the program in place, may be asked to leave the pool until and unless appropriate Fenwick residency is established and follow-on perpetual identification is adhered to by the resident.
- F) **Children:** Children under 12 must be accompanied by their parent or another individual at least 14 years of age.
- G) **Guests:** Each **household** may be limited to two guests. Fenwick residents must accompany their guest at the pool at all times.
- H) **Posted Rules:** All rules of conduct are posted at the pool. It is the duty of the lifeguards to enforce these rules and the lifeguards must be obeyed at all times.

- I) **Emergencies:** The lifeguards will clear the pool anytime severe weather and/or lightning is a threat, and in the case of some other health or safety emergency. The lifeguards will re-open the pool when they determine it is safe. The decision to close or reopen the pool is at the sole discretion of the lifeguard in charge.
- J) **Breaks:** The lifeguards will take a 15 minute break every hour. During the break, no one under the age of 18 may enter the water with or without an adult. Those 18 and over may swim at their own risk during the break.
- K) **Loss of Pool Privileges:** Lifeguards may recommend to the Fenwick Board that pool privileges be revoked for certain individuals for a period of time, including to the end of the season. Lifeguards have full authority to ask anyone to leave the pool area as a result of improper behavior. Anyone vandalizing the pool area will be held accountable for all damages.

VIII. **ENFORCEMENT OF COVENANTS, CONDITIONS, AND RESTRICTIONS; BY-LAWS AND RULES:**

A) **General Violations:**

1. **Purpose:** As members of the Fenwick Community we all want to see that the neighborhood is kept in an attractive and well maintained condition. As such, there are CC&Rs, By-Laws, and Rules for our area to which we have all agreed to by making our home here. The purpose of these rules is to enhance the enjoyment and safety of the residents and homeowners who own or rent property in Fenwick and to maximize our property values.
2. **Board Duty:** To ensure that these are followed the Board of Directors has been given the responsibility to enforce them. It may levy fines, make special assessments, and/or take other actions against violations or these rules.
3. **Procedures:** Enforcement procedures include giving notice to a resident and or homeowner of a violation. This notice may be in the form of a letter, a posted sign, or a personal visit. If the violation continues a fine may be assessed against either or both the homeowner and/or the resident or other action taken by the Fenwick Board.

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/or 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 Board receives a report of a violation of the Fenwick CC&Rs, By-Laws, or Rules, it will send a letter to the residents and/or homeowner 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 Board will send a letter to the residents and/or homeowners 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 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 Board may impose a fine against the residents and/or the homeowners in the amount of \$100 for each violation. Subsequent violations of the same Covenant, By-Law, or rules 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 Board may impose fines against the resident and/or homeowners 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 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 Board of Directors which are held on the 3rd Monday of every month, the notified residents may address the Board and present their case regarding the violation at the first Board meeting following the receipt of the notice or at the following monthly 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

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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 Board 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.

C) Exceptions: Certain violations may be so obvious and egregious that the Board has 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 Fenwick residents in danger.