



## FOREST CREEK PATIO HOMES HOMEOWNERS ASSOCIATION “RULES, REGULATIONS AND RESOLUTIONS”

*The “Rules, Regulations and Resolutions” (RRR) is under the jurisdiction of the Board of Directors of FCPH Homeowners Association. These are subject to amendment and change at the discretion of the Board of Directors. Some of these items are enhancements to, clarification to, or re-stated from, the Forest Creek Homeowners Association Bylaws and have been adopted in the “Rules, Regulations and Resolutions” (RRR). In time, some of these may be moved from the RRR to the CCR and/or to an architectural specification list.*

1. Pets, including cats, must be on a leash. Pet owner shall pick up after their pet. It is also a Class C offense (with a fine) in Broken Arrow if a dog **or cat** is permitted to run loose or be at large.
2. Homeowners will be respectful of noise coming from their homes and yard so as not to disturb their neighbors. This includes pets. The City of Broken Arrow’s ordinance: “**Noise Ordinance** covers the hours between 10 p.m. to 7 a.m. Sunday through Thursday; and 11 p.m. to 7 a.m. Friday and Saturday. Any noises made during this time, which can be heard from 50 feet away, are considered disturbing the peace.” Please be considerate of your neighbors.
3. A satellite dish up to 18” in diameter shall be permitted. Such dishes shall be installed inconspicuously on the roof and maintained in good condition. See Article 2 Section 24.
4. A posted Speed Limit of 20 mph shall be adhered to at all times.
5. No children (under 13) will be allowed around the ponds without an adult present.
6. No person shall use the “Common Area Improvements” except Homeowners and guests of Homeowners, or renters and their guests, as the case may be.
7. No fishing except for FCPH owners, family, and friends, and ICAT (church that owns part of the big pond) members and family. Catch and release, only. All trash and fishing lines, hooks, and lures must be removed.
8. Any Homeowner, or renter, who has a guest is responsible for any acts that a guest might commit contrary to the “Covenants, Conditions and Restrictions” (CCR) of Forest Creek Patio Homes (FCPH) and these “Rules, Regulations and Resolutions” (RRR).
9. Common driveways, entrances, and passageways shall not be obstructed or used by any Homeowner or renter for any other purpose than ingress to and egress from the homes.
10. FCPHOA is not liable for accidents caused by vehicles that extend into access roads or streets from visitor parking or driveways.
11. No article shall be placed on or in any of the common elements except for those articles of personal property of all the Homeowners.
12. Homeowners, members of the family, their guests, residents, tenants, or lessees shall not use the sidewalks, walking trails, driveways, entrances, and passageways as play areas.

13. Use of any facility of the development will be made in such manner as to respect the rights and privileges of other Homeowners.
14. Residents, owners, tenants, or lessees may not use guest parking for overnight parking without express, and temporary, permission of the Board of Directors.
15. Neither boats, recreational vehicles, unused, nor inoperable vehicles, are allowed to be parked anywhere (including driveways) which includes all lots and common areas. Special requests may be obtained for overnight parking from the Board of Directors. Loading and unloading do not constitute "parking" and is acceptable.
16. No parking on, nor driving on, the grass. Sprinkler head damage as well as rutting may occur.
17. There can be no additions, changes, or alterations to the exterior of buildings without the written approval of the Board of Directors. See CCR.
18. Board of Directors has the final approval of items of décor on the porch or planting areas of each home. When in doubt, read the CCR. If still in doubt, ask the Board of Directors.
19. Board of Directors may request or demand painting, maintenance, repair, or replacement, at the homeowners expense, if needed on any home exterior or courtyard fence. See CCR.
20. Major shingle replacement must be approved by the Board before installation. Installation shall be done in a way that interweaves new shingles with adjacent homes shingles for a continuous look.
21. Replacement windows within view shall include white grids.
22. As roof penetrations age, they lose their shingles-matching paint. The CCR specifies they must match the roof color. Over time, they will need repainted to keep a neat, clean roof line among the homes.
23. All exterior trim shall be painted Acry-Shield Exterior Low Sheen Navajo White by Kelly-Moore Paints (LRV66), or its equivalent. K-M is no longer in business, so you can go to Lowes and get Sherwin-Williams HGTV Home Everlast Satin version of it with the following paint code: 8935-0.5, 8978-20, 8991-3.5.
24. All overhead garage doors shall be the original Acry-Shield Exterior Low Sheen Navajo White by Kelly-Moore Paints, or equivalent. See #23, above. If the overhead door is repainted a different color, it must be painted back to Navajo White, or equivalent, at the next painting, or upon Board request.
25. Any wood or metal installed over the flat, wooden trim board above the overhead garage door shall be painted either Navajo White, or to match the Dryvit brand of EIFS (essentially, stucco) color. Metal should be primed, first.
26. Repainting of stucco (Dryvit) shall be of the same color and sheen as the existing material. A list that shows exterior colors is available from some Board members. To insure the Dryvit 10 year warranty (for the installed system, not the installers method), paint and caulking should be purchased through Best Companies, which is the vendor who supplies Dryvit to contractors. The Board will make available online how to handle thin cracks in the Dryvit. It will also be available from some Board members.
27. No owner shall paint the exterior of any home or doors with a color of paint that is different from the original color used in the original construction. Upon request to the Board of Directors, the following

front door colors may be considered for written approval: cranberry or black. If the color has already been changed, when repainted, it shall be Brandy Wine or Black. The original is Acry-Shield Exterior Low Sheen Brandy Wine by Kelly-Moore Paints. You may change the finish to semi-gloss or gloss if desired. The Sherwin-Williams HGTV Home Everlast Exterior Satin equivalent from Lowes is paint code: 4663647-4: 8900-4Y32.125, 8930-2Y1.625, 8935-2Y41.75, 8983-4Y19.875. I can text you the code sticker from Lowes on the Brandy Wine and the Navajo White equivalents.

- 28.** If a front door must be replaced, and an exact replacement is not available (they were purchased from Hughes Lumber), a suitable replacement door must be approved in writing by the Board of Directors before installation, but it must include about the same amount of glass as in the originally installed developers' door.
- 29.** Entry storm door colors may be chosen from the following colors: Almond, Black, Pebblestone, White or other Board approved color that coordinates well with your home. Cranberry and Cinnamon are no longer manufactured.
- 30.** Rental homes in FCPH shall be limited to no more than 5. Going forward, a newly purchased home must be lived in for a period of 12 months before it can be rented out or leased by the owner. See Article 2, Section 29 (Lease of a Residence) in CCR. If considering renting or leasing out a home, please inquire if the 5 limit has already been reached. PMI-Green Country must have a copy of the rental or lease agreement on file.
- 31.** To add clarity to, and enhance, the CCR, when a home is sold, in addition to the first 2 full months of HOA dues being included in the closing costs, there is a required one-time capital contribution equal to 1/6 of the annual HOA dues. The capital contribution (AKA Closing Assessment) goes towards the HOA's reserve fund for major maintenance or repair projects.
- 32.** Dues must be paid in a "timely manner". A \$10 late charge will be assessed for each month late after the 10<sup>th</sup> of the month. Non-payment may be subjected to a lien on the home by the Association. Interest is at 18% per annum, per CCR.
- 33.** Owners, residents, tenants, lessees, and all guests shall abide by the RRR, CCR, and Bylaws governing the use of the common property and facilities.
- 34.** Tree canopies shall be maintained by the HOA to a height of at least 8' in front of homes. Any issues above that are the responsibility of the homeowners. As a tree grows, it blocks more sunlight, and the tree demands more moisture from the soil which makes it tough for grass to grow under it. It is the responsibility only of the HOA to weed/feed and mow the grass, not sod nor seed the sod.

\*\*\*To let in more sunlight under trees, there are companies you can hire that will "clean out" the trees for around \$200