

# RULES & REGULATIONS

2023 Updates

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## PURPOSE

It is the purpose of this document to inform the residents and members of the Forest Creek Property Owners Association, Inc. of their rights and privileges as defined by the CC&R's. It is also the intent of this document to clarify misconceptions and other misunderstandings of the rules governing the "land use" of Forest Creek Community. Of specific note is that the rules governing the property are separate and distinct from the rules governing the Forest Creek golf course. While the two entities share the property in common harmony, they remain distinctly separated. Likewise, property ownership does not automatically convey golf course membership to the Lot owner or owners, nor does golf club membership imply any privileges to the use of either the private Lot Owners or common property of the FCPOA, Inc.

Pursuant to the CC&R's, the Board of Directors may promulgate rules and regulations consistent with the CC&R's regarding the use of the Common Property by its Members and Owners.

Pursuant to the CC&R's, the Association is created to enforce the CC&R's which are designed to preserve and enhance property values, contribute to the personal and general health, safety, and welfare of the property owners and residents and to maintain the land and improvements located within the Forest Creek Community. Rules duly adopted by the Board of Directors, and capable of change or amendment from time to time in order to ensure consistency with the CC&R and the law by the Board of Directors are published for your reference.

## COMPLIANCE TO THE CC&R

This document is intended to summarize those Articles of the CC&R's and/or ARC Guidelines that control the use of the land and the authority vested in the Master Association to enforce compliance with those Articles. In addressing the issue of compliance, it is not the intent of the BOD to set neighbor against neighbor so as to destroy the harmonious nature of living at Forest Creek Community. It remains however, the responsibility of all residents to adhere to the

CC&R's so occurrences of non-compliance are infrequent and do not necessitate the execution of the Penalty and Procedures Guide which will govern the actions of the BOD for non-responsive Lot Owners after notification in writing of the cause and required corrections to the non-compliance issues.

## ARCHITECTURAL REVIEW COMMITTEE (ARC)

The ARC is a standing committee of the Board of Directors. The responsibility of the Board of Directors of the ARC has been and remains limited to the execution of the ARC Guidelines which govern both new construction and major renovations to existing properties. The ARC, in executing its authority granted by the CC&R, remains under the direction of the BOD. While most provisions of the ARC Guidelines are extracted from the CC&R's, it remains the authority of the ARC, with approval of the BOD, to revise and modify the ARC Guidelines as necessary, to maintain and

enhance the quality and architectural diversion of the homes constructed in the Forest Creek Community. The actions of any new property owners, following the final review and approval of the construction of new homes or of current property owners making major renovations, will be addressed by the BOD as non-compliance issues and treated as such.

### DUE PROCESS

The CC&R's specifically permit any property owner to appeal any decision of the ARC or action of the Compliance Committee to the Association.

### UNIMPROVED PROPERTIES

#### GRADING/LOT FILLING

No lot may be filled for any reason until the ARC has reviewed and approved the preliminary application for a Single-Family Residence. The site plan along with the tree survey and other documents required by the ARC must clearly delineate the extent of the filling.

#### MAINTENANCE

All Lots shall be kept in a clean and Sanitary Condition and no rubbish, refuse, or garbage shall be allowed to accumulate or any fire hazard to exist. All Lots and areas between Lot lines and pavements shall be maintained by the Owners in the manner required by the Master Association. In the event an owner fails to maintain his Lot as aforesaid, the Master Association shall have the right, exercisable in its sole discretion, to mow, burn, or clear any weeds, grass, underbrush or unsightly debris and /or growths from and Lot deemed by the Master Association to be a health menace, fire hazard, or a detraction from the aesthetic appearance of the Forest Creek Community provided however, that at least seven (7) days prior notice shall be given by the Master Association to the Owner of such Lot before any such work is done by the Master Association.

#### TRASH AND DEBRIS

Garbage and Trash Containers: No Condominium Resident or Lot shall be used as a dumping ground for rubbish, trash, or other waste. All and other waste shall be kept in sanitary containers and, except as required during trash collection.

#### TREE CUTTING

No Lot may be cleared for any reason without the prior written approval of the ARC. No trees of six (6) inches or more in diameter (at breast height) above the natural grade shall be cut or removed without the prior written approval of the ARC. When such a tree is removed, the Owner will replace it with a similar tree of equal value on another portion of the Lot as so directed by the ARC.

## SUB-DIVIDING LOTS

Forest Creek was established with the filing of our original Declaration of Covenants, Conditions, and Restrictions of Forest Creek (“Declaration”) on April 15, 1997, in Book 1259 at Page 60 of the Moore County Register of Deeds, imposing a common scheme of development as set forth on the development plans as prepared and filed with the Moore County Register of Deeds. Since its establishment, Owners could elect to combine two or more adjacent lots into a lesser number of lots. The Declaration, as amended and in force today, provides Owners the opportunity to, divide a lot into a greater number of lots so long as strict criteria, as established from time to time by the Board of Directors, is satisfied.

The Board will only consider a request to subdivide a lot:

A) if after the subdivision, i) all lots are undeveloped or ii) one resulting lot is developed and the other resulting lot is undeveloped.

B) if after the subdivision, the lots will not share any infrastructure or improvements.

In evaluating a request to subdivide a lot, the Board requires each Owner to provide the Board with the following:

- The Owner’s name, telephone, and contact information.
- The address of the lot/lots you are requesting be subdivided and the current existing lot number(s) for each lot/lots.
- The year the lots/lots were established.
- A copy of the proposed subdivision plat.

A surveyor’s affidavit stating the lot lines set forth on the as-submitted proposed subdivision plat is one and the same as the lot lines set forth on the first subdivision plat of the Forest Creek development plans as recorded with the Moore County Register of Deeds depicting any part of your current lot;

- A statement of as to the developed/undeveloped status of each lot as set forth on the proposed subdivision plat.
- A statement confirming, the lots depicted on the proposed subdivision plan will not share any improvements; and
- A reasonable Administrative Review fee to be determined by, and within the absolute discretion of, the Board of Directors

If approved, the Owner will be required to:

- Pay a lot division fee to the POA for each lot created by the proposed subdivision plat. The per-lot division fee is calculated as follows:

- i) The current year's assessment for undeveloped lots, multiplied by the number of years the lot has been combined, not to exceed three total years plus
  - ii) the current year's assessment for undeveloped lots pro-rated through the end of the current year;
  - iii) the sum of i) and ii) is then multiplied by the number of lots approved by the Board.
- Provide the Board with a copy of the approved and as-recorded subdivision plat.

## Lot Combination

Forest Creek was established with the filing of our original Declaration of Covenants, Conditions and Restrictions of Forest Creek ("Declaration") on April 15, 1997, in Book 1259 at Page 60 of the Moore County Register of Deeds, imposing a common scheme of development as set forth on the development plans as prepared and filed with the Moore County Register of Deeds. The Declaration, as amended and in force today, provides Owners the opportunity to combine a lot with an improved lot, or to combine three or more lots into a smaller number of lots than originally held, so long as strict criteria, as established from time to time by the Board of Directors, is satisfied.

The Board will only consider a request to combine a lot:

- A) When the combination involves an improved lot and an adjacent unimproved lot;
- B) The lots will share some infrastructure or improvement.

In evaluating a request to subdivide a lot, the Board requires each Owner to provide the Board with the following:

- The Owner's name, telephone, and contact information.
- The address of the lot/lots you are requesting to be combined and the current existing lot number(s) for each lot/lots;
- The year the lot/lots were established.
- A copy of the proposed combination plat.
- A surveyor's affidavit of the proposed combined lot lines
- A statement of as to the developed/undeveloped status of each lot as set forth on the proposed subdivision plat.
- A statement confirming, the lots depicted on the proposed subdivision plan will share an existing improvement(s); and
- A reasonable Administrative Review fee to be determined by, and within the absolute discretion of, the Board of Directors.

If approved, the Owner will be required to:

- Pay a lot combination fee to the POA for each unimproved lot to be combined with an improved lot according to the proposed combination plat. The lot combination fee is calculated as follows:

- (i)The current year' assessment for undeveloped lots multiplied by two years of assessment for unimproved lots; (ii) then multiplied by the number of unimproved lots to be combined as approved by the Board.
- Setback requirements shall apply to the exterior perimeter of the new, larger lot or lot(s).
- Provide the Board with a copy of approved and as recorded combination plat.

## IMPROVED PROPERTIES

### ADDITIONS AND RENOVATIONS

The Architecture Review Committee (ARC) shall have the right to approve or disapprove all architectural, landscaping, and locating of any proposed Improvements, as well as the general plan for the development of all Units within the Property. Subject to the Committee approval, the ARC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, and other government codes.

### AWNINGS

Awnings and canopies shall not be permitted or affixed to the exterior of the residence without prior approval of the ARC.

### BOATS, TRAILERS, AND MOTOR VEHICLES

No commercial vehicles, boats, boat trailers, buses, house trailers, motor homes, trucks, camping trailers, vans, motorcycles, motor scooters, go-carts, motorbikes, or other similar vehicles, whether of a recreational nature or otherwise, with the exception only of four-wheel passenger automobiles, shall be placed, parked, or stored upon Condominium or Lot. This reference is to outside storage and/or parking.

### EXTERIOR LIGHTING

Landscape, pool, recreation, and security lighting shall be directed so as to not be an annoyance to the surrounding Single-Family Residences. Illumination of the American Flag is an exception to this provision.

### FENCES, WALLS, AND HEDGES

The composition, location, and height of any fence, wall, or hedge to be constructed on any Lot shall be approved in advance by the ARC\*. The ARC shall require the composition of any fence, wall or hedge to be consistent with the material used in the surrounding Single-Family Residence

The ARC guidelines further state that fences will not be used to define property Lot lines Lot perimeters.

## FLAG POLES

A flagpole shall be permitted, subject to ARC approval of the size, placement, color, finish and design. No flagpole may be used as an antenna.

## FOUR WALLED STRUCTURES

**Temporary Structures:** no structure or object of a temporary character, such as but not limited to trailers, construction trailers, tents, shacks, sheds and garages, barns, dog houses, or other temporary or other outbuildings shall be erected, kept, or maintained on any Lot for any use whatsoever, either temporarily or permanently...

## PLAYGROUND EQUIPMENT

All playground equipment shall be placed to the rear or side of the residence only with prior approval of the ARC\*. Playground equipment shall be subtle and designed to blend with the landscape.

\*The ARC selection of the location of all playground equipment will consider the safety of the children as the first priority. Lots that are adjacent to the golf course and may be potentially within the range of stray golf balls will necessitate the selection of locations for the equipment so as to take maximum advantage of trees and another shrubbery with the greatest potential to deflect the flight of stray golf balls onto that section of the Lot.

## PETS

No animals, or livestock, shall be bred or kept on any Lot or in the common areas. However, dogs, cats, and other common household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes. No animal shall be allowed to run loose at any time.\*.

\*Unleashed and free-roaming pets are subject to the laws of the Town of Southern Pines in addition to the CC&R's.

## POOL INSTALLATIONS

Any swimming pool to be constructed on any Lot shall be in-ground and subject to the requirements of the ARC.

## PROPANE TANKS

Utilities (Electric, LP tanks, water, and sewer); the building code of the Town of Southern Pines requires that all LP (propane) tanks be buried and be a minimum of ten (10) feet from the residential structure.

## SATELLITE DISHES

No radio, television, or other electronic antenna, aerial, or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere on the Common Property or on the exterior of any Condominium Residence or Single-Family Residence (unless installed by the Declarant or the Master Association) without the prior written approval of the ARC

## SIGNAGE

Signs are not permitted (including political signs). Violations are subject to the fine schedule.

## SECTIONS OF GENERAL INTEREST AND INFORMATION

### NUISANCES

No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and use of the Property by Owners shall be allowed. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive, or offensive

noise or disturbance which destroys the peace, quiet, and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his Unit.

## RULES AFFECTING HEALTH AND SAFETY

### BURNING TRASH AND DEBRIS

No outside burning of limbs, brush, trees, grass, or any item is allowed within the Forest Creek Community Development. This rule complies with the City Ordinance of Southern Pines. In addition, contractors and subcontractors at building sites are prohibited from having fires for the purpose of warmth or any other purpose.

### COLLECTION OF TRASH

Property owners will abide by the trash collection times and dates set by the contractor assigned to the City of Southern Pines. The manner of trash, debris, and waste storage will be consistent with the CC&Rs.

Trash containers and/or debris piles must not be kept at the curb for an excessive amount of time as follows:

#### HOUSEHOLD TRASH:

Trash containers or bulk trash of any kind are to be placed at the curb no earlier than 4 PM the day prior to the trash pickup day. All containers, or bulk trash not collected for any reason, must be removed no later than the end of day of trash pickup.

#### YARD DEBRIS:

If you use a service or individual for landscape maintenance, that service or individual must remove all yard debris from Forest Creek or face fines and/or other penalties (yard maintenance policy details are available at the Security Gatehouse). Residents doing their own yard work are encouraged to use a yard debris container. However, if it's necessary, or you wish to pile your yard debris, it must be placed at the curb, clearly within your property lines, no earlier than the weekend prior to the yard debris pickup day (the yard debris pickup schedule is available at the Security gatehouse). Note, yard debris container timing is the same as household trash.

Failure to properly adhere to the community's trash and debris policy is subject to the fine schedule.

#### NOTES:

Residents are ultimately responsible for the payment of any fines levied against the landscape services or individuals they use.

If a resident has given permission to another to pile yard debris on their property, the resident giving that permission will be responsible for any fines or penalties levied for non-compliance with the above policy.

An occurrence is defined as any one violation that takes place between trash and yard debris pickup dates.

#### GENERAL TRAFFIC RULES

Operators of motorized vehicles, whether two-wheeled or multi-wheeled within the premises of the Forest Creek Community are to abide by the road signs and posted speed limits. Speeding in excess of the prescribed and posted limits is prohibited on the property and will be enforced by the Security Office personnel trained in the use of certified and calibrated radar equipment. Digital speed monitors on loan from Moore County Sheriff's Office, reasonable observations and collaborating reports from third parties may also be utilized in the enforcement of speeding on property. Violations are subject to the fine schedule.

**Violations Active:** All violations remain active for a period of two (2) years from the date of the offense to assess the proper penalty. Additional violations bring increased penalties.

**Failure to Pull Over:** In enforcing our traffic laws, for safety purposes, our Security Officers are instructed not to give chase to drivers of vehicles who disregard instructions to pull over. Instructions to pull over can be by means of flashing lights, hand signals, and other methods. Any driver of a vehicle who disregards a Security Officer's instructions to pull over is subject to the fine schedule.

## PROHIBITED PARKING

Property owners/residents will park their vehicles in their garage or on their driveway. Vehicles are not permitted to be parked on any other part of the property owner's lot except for temporary guests and vendors who are staying on a short-term basis but no longer than four (4) hours. No vehicles are permitted to be parked overnight other than in the driveway or garage.

Violations are subject to the fine schedule.

## MOTORCYCLES

Motorcycles are not permitted per the CC&R's.

## MOTORIZED OR ASSISTED POWER VEHICLES

Except for Forrest Creek Country Club maintenance equipment and club golf carts, all motorized or assisted power vehicles entering our neighborhood through our gates must have a valid DMV license plate,

## LITTERING

This is a criminal offense (G.S. 14-399C) and is prohibited anywhere on the property. Violations are subject to the imposition of fines and/or restrictive use of entry onto the property.

## DISCHARGE OF FIREARMS

This rule adheres to the City Ordinance of Southern Pines and is prohibited on property.

## DISCHARGE OF FIREWORKS

The discharge of fireworks on the property is prohibited and follows the guidelines as set forth under the City Ordinance of Southern Pines.

## ESTATE AND LIQUIDATION SALES

Estate and Liquidation Sales are not permitted per the CC&R's.

## MOVING INTO AND OUT OF IMPROVED PROPERTIES

- Homeowners moving into and out of Forest Creek may use moving companies Monday-Saturday from 7 am to 8 pm.
- Homeowners may request a moving company be allowed on Sundays. \*
- Only one moving van (tracker-trailer) is allowed on FCPOA property (per homeowner) at a time due to limited space for parking and turning around.
- A homeowner doing a self-move and using a moving truck or POD, may leave these in their driveway until they complete the move, or a maximum of three (3) days. See "Prohibited Parking" rule for further guidance.

\*Prior approval of the Security Team is required.

#### REAL ESTATE SALES/OPEN HOUSES

All potential buyers of real estate within the Forest Creek Community must be accompanied by a licensed real estate agent. Open Houses are not permitted.

#### SECURITY LISTS OF ATTENDEES

All events which take place on the Development which allow non-residents access to the community shall require a guest list to be provided to Security Gate personnel.

#### SOLICITATIONS

The Forest Creek Property Owners Association prohibits any solicitations by persons other than residents. Additionally, residents must register in advance with security where they will receive a Solicitation ID Badge which must be visible to homeowners as they solicit in the Community.

Residents of the Forest Creek Golf Club Community are urged to immediately call security if and when they are approached by persons not wearing this identification.

#### FINES

Failure to properly adhere to these FCPOA Rules & Regulations will result in the following actions:

1st Offense: Written Warning

2nd Offense: \$50 Fine

3rd Offense: \$100 Fine

4th Offense: \$250.00 Fine & for each occurrence thereafter

1. Residents are ultimately responsible for the payment of any fines.
2. An occurrence is defined as any one violation of the established Rules & Regulations.
3. Any resident or resident family member residing in the resident's home, not paying a fine or unwilling to contest a fine, will have the maximum fine added to their yearly FCPOA Invoice.

#### PENALTY PROCESS AND PROCEDURE GUIDE

The Board of Directors has formulated policies, procedures, and penalties for violation of the DC&Rs, which address due process concerns, including a hearing and appeal process.

- A. Guide and Website Information: Information is available on the FCPOA website at [www.forestcreekpoa.com](http://www.forestcreekpoa.com) in regard to penalty & process procedures for violation of the CC&R's, the Architecture Review Committee Guidelines, and for violations of the rules and

violations set forth in this document, the FCPOA Rules & Regulations or by request to the Board.

- B. Due Process Notice: Security Officers issuing a Notice of Traffic Violation shall attach to the Notice a "Due Process Notice" in the following form: Any resident, property owner, member, or person who, with regard to a traffic or related violation, receives a warning (first violation), no fine imposed, or subsequent notice of violation resulting in a fine or other action (suspended AWID, etc.), has the following options:

- (1) Within 7 days of the date of issuance, write the words "no contest" on the warning or subsequent notice of violation and submit it to the FCPOA Security Office at the main gate.

You may mail the Notice of Violation and the fine, if any, payable to the FCPOA, Inc.:  
FCPOA, Inc.

200 Meyer Farm Drive, Pinehurst, NC 28374

Payment may be made by check or money order, payable to the FCPOA, Inc. -or-

- (2) Write the words "I contest this notice" (a warning may be contested since it is the basis for a fine or other action for a subsequent offense) and submit it to the FCPOA General Manager's Office. A hearing will be scheduled before the FCPOA Board at a date convenient to the Board at which the resident, member or person must appear. The hearing will be held at a regular meeting of the Board but in any event, no earlier than seven days after delivery of the notice of hearing. A notice of the hearing date will be sent to the address of the ticketed individual. A reasonable adjournment of the hearing date for a sufficient reason will be granted in the sole discretion of the Board. A non-appearance on the date set for the hearing will be considered the equivalent of a "no contest" plea and the Board shall take such action as is required, including a fine or if appropriate, suspension of the controlled entry access tag (AWID).
- (3) Any traffic violation which results in the suspension of driving privileges or the deactivation of a controlled entry access tag (AWID) shall require a personal appearance by the violator at a Board meeting in order to obtain re- instatement.
- (4) All violations remain active for a period of two (2) years from the date of the offense to assess the proper penalty. Additional violations bring increased penalties. See the FCPOA Rules & Regulations, Article IV, for actions, fines and penalties. This information can also be found on the FCPOA website at [www.forestcreekpoa.com](http://www.forestcreekpoa.com).