

SUNCITY HOMES

Falcon Crest Investment LTD (FCIL) the Developers and Managers of SUNCITY, welcomes you to the serene countryside of Shai Hills, Accra, home of “SUNCITY”. There’s so much to do and you set the pace for all of it.

SUNCITY is ideal for those who desire the amenities of an exciting new MASTER PLANNED COMMUNITY in addition to the grace of country living.

Designed for discerning individuals tired of the typical poorly planned communities in Accra, SUNCITY covers an area of about 1,200 acres and has the advantage of being planned, serviced and marketed by one company FCIL in collaboration with their South African Planning Partners.

This First Class Community will cater for families of all sizes and individual neighborhoods will offer homes for varied lifestyles – Luxury Family Homes, Medium Income Homes and Standard Income Homes.

More importantly, SUNCITY like other master planned communities, will have its development and construction strictly governed by a set of design standards and land use restrictions, all of which will bring to the community harmony, control, stability and predictability.

The Suncity land development is an on-going project, with serviced land on sale for immediate development.

Falcon Crest Investments is developing the complete infrastructure required to house residential, commercial and industrial properties in Suncity.

The passion lies in attention to detail and Falcon Crest Investments prides itself on developing land that takes into account minute details.

The development adheres to strict design standards/land use and seeks to meet requirements for a desirable lifestyle and environment, within a gated community, considering the following;

- security
- quality
- comfort
- functionality
- design aesthetics

.....which together form a complete master planned community.

WHAT MAKES SUNCITY SPECIAL?

MASTER PLANNING:

From plot size, street layout, architecture to landscaping, care and preparation is evident in every detail of SUNCITY's neighbourhoods. SUNCITY's master plan integrates 4 different neighbourhoods. It also creates covenants and homeowner's association to protect the standards on which SUNCITY is built.

VALUE:

SUNCITY homes will provide to hold and appreciate in value anywhere from 45 to 100 % according to resale and refinancing projections over the next ten years.

SENSE OF COMMUNITY:

Through homeowner associations and the social events, SUNCITY neighbours have ample opportunity to meet one another. SUNCITY's recreational amenities, parks and sports arena, foster an active and involved life-style.

RECREATIONAL AND SCENIC AMENITIES:

A modern sports complex, town parks and recreation centers, acres of open space and green reserve neighborhoods offer residents year-round recreational opportunities and a back drop of lasting beauty for their distinctive homes.

APPLICATION FORM

NAME OF APPLICANT:

Note: Names submitted shall be used on all documents.

(FIRST NAME)

(SURNAME)

ADDRESS:

TEL (MOBILE/OFFICE:

TEL (RESIDENTIAL):

EMAIL:

DATE:

DEPOSIT: % (USD)

PLOT NR:

NAME OF HOUSE:

BASIC PRICE US\$

FORMS OF PAYMENT:

(please copy and add tick box to selection)

I. CASH/CHEQUE PAYMENT

II. SWIFT TRANSFER (IBAN/BIC/ROUTER NR)

REPRESENTATIVE:

Any Purchaser who is resident outside shall appoint a Representative with powers of attorney who will be a person Resident in Ghana and shall have full authority to act in respect of the House and all matters relating thereto in the same manner as the Purchaser.

NAME OF REPRESENTATIVE:

(SURNAME)

(FIRST NAME)

ADDRESS:.....

.....

.....

TEL (MOBILE/OFFICE:

TEL (RESIDENTIAL):.....

SIGNATURE OF APPLICANT:**DATE:**

TERMS OF PAYMENT

FLEXIBLE & INTEREST FREE PAYMENT PLAN FOR HOUSES

House Type	Price	Deposit	Completion Time	Payment/Month (Equal Monthly Payments)
	\$	%= \$		

MODE OF PAYMENT

DIRECT PAYMENT TERMS

- CASH (UT BANK)
- BANK TRANSFER (DOMESTIC & INTERNATIONAL)
(See page 7)

CONDITIONS

- Anticipate months for completion after deposit, page 5 (see Terms of Payment)
- Allocation subject to availability
- Payment made in US Dollar or Ghanaian Cedi equivalent at the prevailing rate exchange
- All prices are provisional and subject to change

House Details



BASIC FEATURES

- T&G Wood Panels (T&G)
- Built in wardrobes
- Kitchen cabinets
- Fitted Bathroom
- Ceramic Wall Tiles
- Porcelain Floor Tiles
- Glazed Windows
- Colored Long Span Roof
- Landscape with paved drive ways and walkways

OPTIONAL FEATURES



Dear Sir/ Madam,

OFFER LETTER FOR THE PURCHASE OF A HOUSE

Following your discussion with us, and your subsequent application to purchase an estate house, we hereby offer you()
at Suncity, Shai Hills at a price of **US\$**.....
(.....) only.

It is understood that you will be financing payment by your good-self under the direct payment terms, HENCE -

- i. You are required to make an initial deposit of % thus **US\$****US**
(..... US Dollars) before commencement of works

- ii. Pay the remaining balanceUS Dollars
USD(US\$.....), as per the Terms of
Payment outlined on page 5.

In case of a cheque payment, clearance would be made before receipts are issued out.

A Purchase Agreement will be executed between your good-self and Falcon Crest Investment Ltd, accordingly on the receipt of an Acceptance Letter from you.

We advise that payment shall be made to the following Bank:

.....

Any additional charges and costs related to options and/or additional works which you request FALCON CREST INVESTMENT LIMITED to provide or undertake, as well as documentation connection fees for utilities (water, electricity etc) will have to be fully settled before the handing over.

The charges for connection of utilities (i.e. water and electricity only) have currently been assessed at \$2,000.

The site plan of the building together with other related documents on the property will be delivered only after full payment of the total offer price.

Meanwhile, this offer is valid Four (2) weeks from the date hereof within which period you are to indicate in writing your acceptance.

Should you accept this offer, your withdrawal at a later date will require that you reimburse our Company for any legitimate administrative expenses incurred by us in connection with this transaction.

We take this opportunity to express our appreciation in **SUNCITY HOMES** and hope to hear from you soon.

Yours Sincerely,

FALCON CREST INVESTMENT LTD

THE MANAGING DIRECTOR
FALCON CREST INVESTMENT LIMITED

.....
.....
.....

Date.....

Dear Sir,

PURCHASE AGREEMENT

I forward herewith an amount of or its equivalent in GHC at today's Forex Bureau rate which amount is deposit payment to purchase the above-mentioned property.

I declare that I will exercise the option hereby granted by paying the deposit of% the purchase price and execute a Purchase Agreement with Falcon Crest Investment Limited, in respect of my reserved property.

Dated this.....day of2010.....

Name:

Signature:

In the presence of:

Name:Signature

THE MANAGING DIRECTOR
FALCON CREST INVESTMENT LIMITED

.....
.....
.....

Date.....

Dear Sir,

ACCEPTANCE OF OFFER

I/We have received the offer for the purchase of
at Falcon Crest Investment Limited for the sum of \$.....USD and hereby write to
accept the offer.

I/We agree to the terms and conditions therein.

I/We wish to express my/our gratitude to your company for the service provided.

Yours Faithfully,

Name

Signature

PURCHASE AGREEMENT

THE PURCHASE AGREEMENT incorporating **FALCON CREST INVESTMENT LIMITED** Standard Conditions of Sale is made theday of

BETWEEN

- 1) **FALCON CREST INVESTMENT LIMITED OF DTD 145, 117 FREETOWN AVENUE (AMERICA HOUSE ROAD) EAST LEGON, ACCRA** (hereafter called “**VENDOR**” which expression shall be used where the context so permits include its officers, successors in title and assigns) **OF THE ONE PART, AND**

- 2)Also P.O. Box.....
(hereafter called the “**PURCHASER**” which expression shall be used where the context so permits include his personal representatives, assigns and successors) **OF THE OTHER PART.**

WITNESS THAT WHEREAS

- i. The **PURCHASER** is desirous of owning a house described on page 6 (hereafter called the “**Property**” at Plot Number
- ii. The **VENDOR** has offered the **PURCHASER** the said **Property** per the terms and Conditions of this Purchase Agreement, which the **PURCHASER** accepted.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

- 1) The **VENDOR** shall sell and the **PURCHASER** shall purchase **ALL THAT Property** described in

- 2) The **PURCHASER** hereby covenants to pay the **VENDOR** the sum of \$USD
(.....)(hereafter called the “**PURCHASE PRICE**”) or its GH Cedi equivalent converted at the Bank/Forex Bureau prevailing rate on the date of payment, PAYABLE as follows:-
 - a) a deposit of..... % of the Purchase Price on or before the execution of this Agreement
 - b) the balance payment of (.....) % shall be payable upon as per the terms of payment, however the Purchaser may make accelerated payments without the pre-payment penalty
 - c) The Purchaser shall further pay the under listed fees :-
 - i. The **PURCHASER** shall pay a fee of \$2,000 or GHC equivalent for electricity and water connection.

- 3) The PURCHASER further covenants to execute the Deed of Assignment on the date of completion, or such other date agreed by the parties hereto.
- 4) The VENDOR hereby covenants with the PURCHASER to deliver vacant possession of the Property upon the full payment of \$USD
(..... USD) Of the whole of the Purchase Price.
- 5) The parties agree that unless otherwise stated completion shall take place at the Sale office of the VENDOR, FALCON CREST INVESTMENT LTD, ACCRA, upon full payment of the Purchase Price.
- 6) The Purchaser covenants to forward all complaints, additions and proposed alterations on the building allocated to the purchaser shall be stated in writing and addressed to the vendor's office FALCONCREST GHANA LTD, ACCRA
- 7) The VENDOR hereby covenants with the PURCHASER to deliver the house with the features stated on page 6. If the VENDOR fails to deliver the agreed features, the PURCHASER has a right to a full refund of monies paid to the VENDOR.
- 8) The property is sold as is, where is. Sale is final and all payments are non-refundable.
- 9) Default
If the Vendor does not receive payment from the Purchaser by the 5th days of every month (due date), this account will become delinquent and a 20% late payment charge shall be applied against the amount in default. And if this account becomes delinquent for 3 consecutive times, henceforth, an interest of 20% charges shall be applied to the entire or total amount remaining unpaid on the property and if purchaser shall fail to make payment to redeem the account for another 3 consecutive times, Vendor has the legal right to demand by notice for the full amount due including all penalty charges and accumulated interest to be paid in full within 30 days. And if the purchaser shall fail to make payment within the agreed 30 days, the Vendor has the legal right to terminate this Purchase Agreement, repossessed the property, maintaining full sole ownership of the Property and all improvements made there to and the Purchaser forfeits any interest in the Property and all monies paid to the Vendor.

RULES AND REGULATIONS

1. SERVICES & AMENITIES

The VENDOR undertakes to ensure the development of the SUNCITY, SHAI HILLS into a first class community by programming for the provision of the following:

- a) Water
- b) Electricity
- c) Tarred Roads
- d) Covered Drains
- e) Internet Access
- f) Sports Complex with modern facilities
- g) Worship Centers
- h) Educational And Medical Facilities
- i) City Center
- j) 15 modern Corner shops
- k) 24 Hour Security Service
- l) Police Station
- m) Fire Station
- n) Postal Facilities
- o) 25 Open Spaces and Children's Play Grounds
- p) Public Parks and Recreational Centers
- q) All streets to have decorative trees and street lights

2. RESTRICTIONS & RULES

2.1 Purpose of restrictions

The restrictions provided for herein shall be used for the general purposes of promoting the recreation, health, common benefit and enjoyment of the Owners and Occupants of houses in SUNCITY.

2.2 Fees

- a) The PURCHASER shall pay a ground rent of 20GHC per plot/per year subject to review every 10 years.
- b) Each PURCHASER shall pay service charge of \$600USD/plot per annum for sanitation, security, landscape maintenance and others, subject to review every 5 years.
- c) The costs associated with providing documentation (Indenture) shall be payable by the Purchaser, set at \$1,000 or its equivalent in GHC.
- d) A PURCHASER, who defaults in the payment of the fees prescribed above, shall be liable to Civil Action for the recovery of same.

2.3 Signs

No sign of any kind shall be erected by the Owner or Occupant within the Community without the prior written consent from THE VENDOR except (a) when offering a plot or residence for sale or for lease, not more than one (1) professionally Lettered "For Sale" or "For Rent" sign consistent with the Community-Wide Standard and having a maximum area of four (4) square feet, (b) professional security signs consistent with the Community-Wide Standard, (c) any signs required by legal proceedings, and (d) signs erected by THE VENDOR. Notwithstanding the foregoing. The VENDOR shall have the right to erect reasonable and appropriate signs.

2.4 Animals and Pets

No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any plot, except dogs, cats or other usual and common household pets in a reasonable number, as determined by the VENDOR; provided, however, only dogs and cats shall be permitted outside the residences constructed on the plots. Pets which are permitted to roam free, or, in the sole discretion of THE VENDOR, make objectionable noise, or endanger the health of or constitute a nuisance or inconvenience owners of other plots or the owner of any property in the community, may be removed by THE VENDOR.

2.5 Tree Removal

No trees that are more than four (4) inches in diameter at a point two (2) feet above the ground shall be removed without the prior written consent of THE VENDOR except for (a) trees, regardless of their diameter, that are located within ten (10) feet of a drainage area, a Septic field, a sidewalk, a residence, or a driveway, (b) diseased or dead trees, and (c) trees removed by THE VENDOR.

2.6 Drainage.

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No owner or Occupant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

2.7 Sight Distance at Intersections.

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub planting shall be placed or permitted to remain where it would create vehicular traffic or sight problem.

2.8 Garbage cans, wood piles, etc.

All garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate.

2.10 Nuisance.

It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's plot. No property within the community shall be used, in whole or in part, for the storage of any property thing that will cause such plot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding properties. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of any nature as may diminish or

destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes shall be located, installed or maintained upon the exterior of any plot unless required by law.

3. DEVELOPMENT

Development of the property shall strictly be in conformity with the layout of the SUNCITY and the following specifications

3.1 Subdivision of lot

No lot shall be subdivided or its boundary lines changed except with the prior written approval of THE VENDOR. THE VENDOR, however, hereby expressly reserves the right to subdivide any Lot or Lots owned by THE VENDOR. Any such division or boundary line change shall not be in violation of the applicable subdivision and zoning regulations.

3.2 Right of Entry

THE VENDOR shall have the right of entry into the PURCHASER'S property for the purpose of inspection, monitoring or ensuring compliance with the provisions of this agreement.

4 ENFORCEMENT

If any present or subsequent owner of the property subject to these restrictions, or their heirs and assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, then THE VENDOR and/or any person or persons owning a lot or lots within the property may institute any proceeding at law or in equity against the person or persons violating or attempting to violate such restrictions, and to prevent the same by injunction and/or to recover damages for such violation.

5. SEVERABILITY

If any one or more of the restrictions or covenants herein contained are declared invalid by any order of any court having jurisdiction, such invalidation shall in no way affect any other restriction herein contained, all of which shall remain in full force and effect, each being treated as a separate instrument.

6. SUNCITY COMMUNITY RULES & REGULATIONS

6.1 Rules & Regulations

These guidelines are for the benefit of all homeowners, residents and guests in the SUNCITY community. The following Rules & Regulations do not include the Parking Rules & Regulations and the Clubhouse Rental Regulations. In the event of any inconsistency between the above, other Rules & Regulations shall prevail.

Section A.

GENERAL RULES

1. Each homeowner is responsible for his or her own actions, as well as the actions of all of the residents of their unit, their tenants and visitors. Each homeowner must supply to each and every one of their tenants a copy of both the SUNCITY Rules & Regulations document.
2. For the consideration of all persons residing within the SUNCITY community, no loud, abusive, boisterous or excessive noise or conduct will be permitted from any owner and/or lessee, his/her invitees and/or guests. This includes, but is not limited to, the use of sound system equipment, radios, televisions, telephone bells, radios, car alarms, barking or other pet nuisances as well as celebrations and parties.
3. It is required that in cases of parties whose members occupy any portion of the common area(s) that absolute consideration be given to the surrounding residents in relation to loud, abusive, boisterous or excessive noise or conduct as noted in (#2. above).
4. No planting in common grounds will be permitted by anyone except the gardeners.
5. No planters, statues, ornaments or decorations are permitted atop patio railings, on painted decorative window shelves or in common areas.
6. No playing is allowed in or about pond areas.

7. All Owners are responsible for the conduct of their tenants, families, guests and invitees and any damage to Common Areas.
8. Do not dump oil, grease or any substance, except water, in the common area(s) or drains of the common area(s). Please inform the SUNCITY community management company (Falcon Crest Investments Ltd) if you notice any person who (or evidence thereof) violates this rule.
9. Only SUNCITY community management company (Falcon Crest Investments Ltd), authorized maintenance person or repairperson is allowed to adjust any of the common sprinklers, electrical, lighting, plumbing, communications, security, recreational equipment or other common area property. Please contact the management company as soon as possible, if repairs or adjustments are required.
10. Cigarettes, cigars and pipe ashes should be disposed of properly when in the common area.
11. Trash cans, bottles, brooms, mops, clothes, towels, etc., are to be kept inside the units and out of view. No articles may be hung from the windows or Patio railings.
12. Noise-making objects (i.e., wind chimes) and bird feeders are prohibited in Exclusive Use Area (i.e., patios) or any common areas.
13. No bikes, recreation equipment, motorized vehicles or otherwise may be left unattended in common areas or motor courts.

Section B.

TRAFFIC/VEHICLE SAFETY RULES

1. All motor vehicles, including without limitation motorcycles, are to adhere to the 30 km speed limit and exercise extreme caution while traveling within the confines of Suncity complex.
2. All motor vehicles, including without limitation motorcycles, are to veer to the right at all times while traveling through the traffic circles situated near the entrance of this complex.
3. There shall be no revving of any motor on any automobile, motorized vehicle, motorcycle, and off-road vehicle or otherwise at any time within the confines of this complex.
4. There shall be no honking of a horn by any automobile, motorcycle, and off-road vehicle or otherwise at any time within the confines of this complex, except in emergency situations.
5. All persons operating a bicycle within the complex shall follow the same traffic rules applicable to any motor vehicle traveling within the complex. This includes riding on the paved motor courts and not on any landscaped areas.
6. All traffic signs and / or speed limits will be strictly enforced.

Section C.

POOL & JACUZZI RULES

1. For safety reasons, no one under the age of 14 is allowed in the pool area or Jacuzzi unless accompanied by an adult. Violators are subject to a fine.
2. Pets are not allowed in the pool/Jacuzzi areas.

3. Owners are responsible for the actions of their tenants, lessees, guests or invitees while in the pool, Jacuzzi or on any Common Area at any time
4. No glass or breakables are permitted in the pool or Jacuzzi areas at any time.
5. All persons using the pool and/or Jacuzzi do so at their own risk. SUNCITY Community Management Company (Falcon Crest Investment Ltd) is not responsible for accidents or injuries of any kind.
6. All guests must be accompanied by a resident at all times. Guests are limited to no more than four (4) persons per unit.
7. No excessive noise, boisterous conduct, roughhousing or running is permitted on the pool deck or surrounding area; any unruly behavior will not be tolerated at any time.
8. Food and drinks are allowed at poolside only if served in unbreakable containers such as plastic or paper. No food or drinks may be taken into the pool or Jacuzzi.
9. No smoking is permitted while in the pool or Jacuzzi.
10. Radios in the pool area should be tuned for individual listening only.
11. Pool furniture, signs and life-saving equipment must not be removed from the pool area.
12. Nudity in the pool and Jacuzzi area is not permitted.
13. Any person using the pool or Jacuzzi shall wear appropriate bathing attire.
14. No jumping, diving or sliding from the edge or railings of the pool or Jacuzzi, with or without the use of flotation device, will be permitted.
15. Life-saving equipment is placed by the pool for rescue purposes only. Life-saving equipment is not for play. A mandatory fine will be levied against anyone damaging or removing such equipment from the pool areas for other than rescue purposes.

16. No soap, detergents or personal care products, etc. are to be used in the pools or Jacuzzis.
17. No flotation devices are allowed in the pool in excess of 36" in any direction.
18. Among other restrictions, as provided for in the Rules and Regulations, no bicycles shall be permitted in the pool area.

Section D.

PETS

1. Pets must be kept on a leash at all times while passing through the common areas.
2. No pets are allowed in the clubhouse or pool areas.
3. All pets are to be confined within the Owner's unit. Should a pet become a nuisance, restrictive action will be taken. All animals are the sole responsibility of their Owners. Therefore, the Owner is responsible for the immediate clean up of any animal waste.
4. Pets must be kept free of fleas and parasites to prevent community infestation.
5. Pets must not be left unattended outside on the patio when owners are away. They must be secured inside the unit.
6. All the above rules and regulations also apply to "visiting" pets.

Section E.

PROPERTY SALES & RENTALS

Sales of property shall be conducted only in accordance with the following rules. Selling owners are responsible for ensuring their brokers and/or prospective purchasers are in compliance with the Rules and Regulations of the SUNCITY Community Management Company (Falcon Crest Investment Ltd), as well as the following:

1. OPEN HOUSE
 - a. Common area gates may not be propped open or otherwise rendered inoperable to allow access through the main gate to the unit having the "Open House".

2. Entrance to the unit must be by normal use of the security gate system. Flags and directional signs are not permitted throughout the common area to announce any "Open House".

3. OWNERS WHO SELL
 - a. Each Owner must inform the management company in writing when selling their unit and provide the name and telephone number of their sales agent.
 - b. Each Owner must inform the management company in writing when the unit has been sold and provide the new Owner's name and telephone number.

4. OWNERS WHO LEASE/RENT
 - a. Each Owner must provide the management company with the following information:
 - i. Name(s) of tenant(s).
 - ii. Home and work telephone numbers of tenant(s).
 - iii. Car registration number(s), make / model and color of all vehicle(s).
 - iv. A signed release stating that the lessor / renter have received the By-Laws, and SUNCITY's Rules & Regulations (Forms for the above are available from the management company).
 - b. New tenants will not be coded into the entry gate, unless the information in 4.a. is received.

The Owner is responsible for the conduct of their tenants, lessees, guests or invitees who shall be obligated to observe the Rules and Regulations of the Suncity Community Management Company (Falcon Crest Investment Ltd)

- c. Each lease agreement entered into between an Owner and the Owner's tenant shall specifically include the tenant/lessee's obligation to adhere to the terms of the governing documents, including the Rules and Regulations of the SUNCITY Community Management Company (Falcon Crest Investment

Ltd). Owners will be fined (subject to the SUNCITY Community Management Company (Falcon Crest Investment Ltd)'s Fining Policy) for their tenant's violation of the Rules and Regulations, and Bylaws.

Section F.

SAFETY

1. Propping open common area doors and / or gates is prohibited.
2. No one shall climb fences or gates to enter or exit the complex, including the pool areas.
3. Suspicious persons or activities should be reported immediately to the SUNCITY Security Department or the Ghana Police Service.

Section G.

RESIDENTIAL USE

The SUNCITY Community By-Laws expressly forbid residential units from being used for commercial and illegal purposes.

Section H.

FINES & ENFORCEMENT PROCEDURES

With any type of community rules and regulations, there are bound to be infractions. It is hoped that the fines in this Section, or elsewhere assessed by the Board, will discourage the majority of infractions.

1. Owners shall receive at least ten (10) days notice of any meeting at which a decision is to be made regarding the imposition of a penalty for their alleged violation(s). The accused owner shall have the right to appear at the meeting and defend him or herself. If the Owner responds in writing before the hearing, the Board shall consider that letter at the hearing before making its decision. Lack of attendance at the hearing will constitute waiver of all rights to attend a hearing

in that specific matter and all action taken in the Owner's absence will stand as though the Owner was in attendance. The owner will be notified within fifteen (15) days of any decision by the Board to impose a penalty.

2. The time period within which all violations will remain on record is one (1) month from the date the first violation is given, provided such violations are adjudicated.
3. First offenders are subject to receive a written warning.
4. Second offenders are subject to receive a \$200USD.00 fine.
5. Third offenders are subject to receive a \$500USD fine.
6. Fourth offenders are subject to a fine of \$1000USD to \$2000USD, depending on the seriousness of the situation, as determined by the Board.
7. Parking Rules & Regulations and Clubhouse Rules & Regulations are separate from these General Rules & Regulations.
8. Please do not take the law into your own hands! Any resident who sees someone who is in violation of this complex's Rules & Regulations should attempt to ascertain the individual's name and/or unit number. Please make your complaint to the management company by telephone and follow up in writing. Anonymous complaints will not be considered valid.

Strict adherence to all Rules & Regulations is required and penalties may be assessed if any violations occur.

Section I.

INTERNAL DISPUTE RESOLUTIONS

In the event that a dispute should arise between SUNCITY Community Management Company (Falcon Crest Investment Ltd) and a homeowner, SUNCITY Community Management Company's (Falcon Crest Investment Ltd) internal dispute resolution procedure is as follows:

Either party to a dispute may invoke the following procedure:

1. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
2. The homeowner may refuse to meet and confer. The SUNCITY Community Management Company (Falcon Crest Investment Ltd) may not refuse to request to meet and confer.
3. The SUNCITY Community Management Company's (Falcon Crest Investment Ltd) Board of Directors shall designate a member of the board to meet and confer.
4. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the SUNCITY Community Management Company (Falcon Crest Investment Ltd) .
6. The agreement reached is binding and is judicially enforceable if both of the following conditions are satisfied:
 - a. The agreement is not in conflict with law or the governing documents of the SUNCITY Community Management Company's (Falcon Crest Investment Ltd) .
 - b. The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.
7. A member of the SUNCITY Community Management Company's (Falcon Crest Investment Ltd) may not be charged a fee to participate in this internal dispute resolution process.

Section J

PARKING DEFINITIONS

A. PARKING SPACE:

A parking space is an area designated by two (2) parallel solid white lines in a designated parking area to be utilized by one (1) vehicle at all times.

B. GUEST PARKING:

A guest is considered to be someone visiting a unit in SUNCITY. Guest parking spaces are for the use of guests only. Homeowners are to ensure that their guests adhere to the parking rules.

PARKING RULES & REGULATIONS

1. Parking in Fire Lanes is not permitted. Unattended vehicles parked in fire lanes are subject to citation, fine and/or immediate towing at the owner's expense.
2. No parking at any time is allowed in the designated disabled zones, unless a disabled card or registration plate is displayed.
3. Vehicle owners are responsible for promptly cleaning up oil and other fluid spills from their and their guest's vehicles.
4. Inoperable vehicles may not be parked or otherwise maintained in the common areas of the complex, including the guest parking stalls.
5. Apart from delivery vans and pickups, oversized trucks (too large to fit into the garage), trailers, campers, recreational vehicles, boats or similar equipment are not allowed within the complex without the prior approval of the Board of Directors.
6. All resident vehicles must be registered with Suncity Community Management Company (Falcon Crest Investment Ltd) upon moving in. Change in vehicles must be reported in a timely manner.

A. ENFORCEMENT AND APPEALS

Enforcement of the Parking Rules & Regulations is conducted by the Parking Committee, which is made up of SUNCITY homeowners who have volunteered to help enforce the rules of our community. Parking areas are checked on a regular basis for vehicles in violation of the rules. Vehicles found to be in violation will be ticketed and subject to a fine.

B. FINES

Owners shall receive at least seven (7) days notice of any meeting at which a decision is to be made on imposing a penalty for their alleged violation(s). The accused owner shall have the right to appear at the meeting and defend him or herself. If the owner responds in writing before the hearing, the Board shall consider that letter at the hearing before making its decision. Lack of attendance at the hearing will constitute waiver of all rights to attend a hearing in that specific matter and all action taken in the owner's absence will stand as though the owner was in attendance. The owner will be notified within ten (10) days of any decision by the Board to impose a penalty.

C. TOWING

If any one vehicle receives five parking violations within a three month period, a tow warning will be placed on the vehicle. On the fourth violation, the vehicle will be subject to towing. Towing must be authorized by the Board of Directors.

Suncity Community Management Company (Falcon Crest Investment Ltd) will keep a record of vehicles with final tow notices.

If the homeowner feels that a vehicle was towed in error, the homeowner may appeal to the Board of Directors in writing and the appeal will be considered at the next Board Meeting. If the vehicle belongs to a tenant, the homeowner (not the tenant) needs to appear before the Board.

Section K

TERMINATION

The above rules and regulations are conditions of this agreement.

The breach of any one of them either by the VENDOR or PURCHASER , shall entitle the VENDOR or PURCHASER to terminate this agreement.

Section L

REFUNDS POLICY

If the PURCHASER shall demand for a refund or opt-out without the breach of any Of the clauses in this agreement by any of the parties,

The only way to opt-out is for PURCHASER to find a new buyer, sell the property and Pay to the VENDOR all remaining monies owed with all accumulated interest and charges in full.

Section M

AMENDMENTS

Any of the restrictions imposed in this agreement may at any time or times be amended by the VENDOR without prior notice. Additional restrictions may be placed on said Property in the same manner provided however that such amendments or additions shall be in the best interest of SUNCITY and the welfare of the residents.

In witness whereof the parties have hereto set their respective hands on the day and year first above written.

SIGNED ON BEHALF OF
FALCON CREST INVESTMENT LTD BY
SAMUEL K. DIAME (CEO)

SIGNATURE..... DATE.....

ALFRED FRANCIS OSEI (DIRECTOR)

SIGNATURE..... DATE.....

(THE SUBLESSOR)

IN THE PRESENCE OF

NAME

SIGNATURE..... DATE.....

SIGNED BY

..... DATE.....

.....

(THE PURCHASER)

IN THE PRESENCE OF

NAME

SIGNATURE..... DATE.....