

# Elk Run at Pinebrook Phase IV HOA

## Fence Installation and Maintenance Policy

**This policy supersedes any and all prior versions.** All fence installations must adhere to existing exterior architectural style and applicable codes. Homeowners with fences are responsible for all landscaping within the boundary of the fence, as well as the fence. Requests must be made at least 30 days before work can start.

All fence requests must be made in writing, have Board involvement and contain the following before any work can be done:

- Utility locator services (Blue Stake) must be contacted prior to any construction
- Project start and completion dates
- Project schematics (does not need to be professionally done)
- Include a 36 to 42 inch opening gate at grass level to accommodate the grounds crew regardless who maintains the fenced in area.
- Fence installations may require a 3ft to 6ft set back from a property line
- Homeowner is responsible for cost to have trees planted at appropriate intervals (type and locations determined by HOA and homeowner) along fence line (only required for long fences).
- Homeowner is responsible for any grass sprinkler head relocation or additions if necessary and all work is done by the HOA's grounds contractor.
- Homeowner is responsible for any additional grounds maintenance incurred within the fenced area.

All fence maintenance (painting and repairs) is homeowner responsibility. During a normal building paint and maintenance cycle (approx 5 years), fence maintenance and painting is mandatory. Fences are inspected at this time. Homeowners with fences are required to make any necessary repairs and are charged separately for fences.

### Homeowner request for self improvement

1. The homeowner must make a formal written request to the Board asking for approval to paint his/her own fence and submit the request for approval prior to the commencement of work. Note that the Board, in its sole discretion, may deny this request.
2. The formal written request **MUST** contain the following language and acknowledgements or the request will be rejected by the Board without further consideration:
  - a. A specific completion date and acknowledgement that if the repairs, preparation and painting are not completed by that date, the homeowner agrees to pay a \$10.00 per day fine levied until completion AND upon receipt of written Board approval of the finished work.
  - b. An acknowledgement that, if after 10 days of the specified completion date the work is still not done, the Board will contract out the work without any further communication with the homeowner and the homeowner agrees he/she will be responsible for all associated costs.

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- c. An acknowledgement that if the paint peels, becomes unsightly or otherwise fails on vertical surfaces before the next projected painting cycle (approximately 5 years), the homeowner will be notified in writing by the Board and will be required to repaint the fence at his/her own expense within a specified period of time as determined by the Board. If the homeowner fails to complete the repainting by the Board-specified date, the Board will contract out the work and the homeowner will be responsible for all associated direct and indirect costs.
  - d. An acknowledgement that the end-product quality of the finished work must meet the standards and approval of the Board. Should the quality of the finished work fail to meet the Board's standards, the Board reserves the right to contract out the work and the homeowner will be responsible for all associated direct and indirect costs.
3. The homeowner may elect to contract out the work to a licensed, bonded painting contractor ("third party"). Again, interior is optional. The following conditions and restrictions apply:
- a. The homeowner must submit a formal written request to the Board containing the language and acknowledgments of Option 2, paragraphs 2a-d above.
  - b. A copy of the third party's written estimate must be submitted to the Board for approval prior to the commencement of work. Approval is in the sole discretion of the Board.
  - c. The HOA Board will deal only with the homeowner, not the third party contractor.
  - d. The homeowner will be responsible for any damage to the grounds or building caused by the third party contractor.

**Preparation:** All surfaces must be sanded to expose fresh wood fibers.

**Wood Replacement:** Any board that is cracked 1ft or more must be replaced. If any area of the board is gray and clean wood fibers can not be exposed by sanding or grinding it must be replaced. Rotten wood does not hold paint or primer.

**Painting:** Paint used must be the exact product used by the HOA. Paint codes, paint brand, code, etc., must be obtained from the HOA. If you are going to use primer get the primer tinted. Final building match color must have two coats (applications) of paint on surface being painted.

**Scheduling:** Homeowners cannot schedule any painting or maintenance during the same time the HOA is having any work done on the building.

**Fees:** There will be an additional and separate fee for fenced in yards imposed on the grounds maintenance contractor. However you may opt out of the fee by maintaining the yard yourself.

The homeowner may submit a written request to change/extend the specified work completion date. All such requests must be submitted to and approved by in writing by the HOA Board.