

## Association-Owned Fence Damage Repair Debited to Homeowners

### Fence Types Being Addressed

Association fences – “common” or “perimeter” fences – are constructed and maintained by the Association. (The third regular category of fencing – “party fences” – are those owned by adjacent homeowners.) The term “fence” in this document refers only to Association-owned fences.

### Fence Management

The Association’s understanding is that our fence components, when constructed to our standards, will physically last twenty (20) years, and, at fencing end-of-life, will generally wear-out somewhat uniformly in large fencing sections. Fence staining of wood fences (the public side of the fence only) typically requires reapplication approximately every five (5) years.

As part of its routine fence management program, the Association intends to annually inspect, from the public side of the fence only, the condition of its fences so as to manage certain “normal wear and tear” issues and therefore extend the overall fence life.

- Easily correctible issues (examples: loose pickets due to nail pops, warped top caps, and the like) will be addressed during this annual inspection at Association expense.
- More significant fence issues found during these inspections will be combined into a larger project that will be addressed through a competitive bid process using approved vendors.

Note: Fence repairs are combined to reduce HOA costs: (1) consolidation reduces the impact of contractor move in/move out costs and (2) in many cases larger projects are required to entice contractors to consider bidding the project at all.

Significant work may be required for a single component’s failure. Many times, the contractor’s repair method for wood fences of our design is to remove damage back to the closest non-damaged fence post. Since wood posts are spaced at a seven foot (7’) spacing, fourteen feet of fencing might be replaced in conjunction with replacement of one failed post. Repairing a fence picket’s support structure likely requires disassembly/reassembly of seven feet of fencing even if most/all of the pickets are reused.

Fence component external re-staining requirements, if unstained replacement parts are installed, is also required.

### Specific Implementation

**If, during the fence repair/reconstruction project, it is observed that rules violations exist:**

- **this now-known-to-the-Association rules violation information will be forwarded to the Board for obtaining the particular homeowner’s corrective action.**
- **Because *localized* repairs do not extend the overall life of neighborhood fences, when a rules violation can reasonably be considered by the Board as a significant contributor to the failure, that specific fence repair cost will be debited against that rules-violation Owner.**

The most prevalent rule violation *presently* found is a planting bed illegally located too close to a fence. These illegal planting beds have been found to cause premature fence component failure, most typically in the form of rotted out fence posts or damaged picket support structures. Fence damage has also been found that was caused by the wear of branches against the fencing.

Our governing documents acknowledge the need for adequate maintenance working space on both sides of a given fence. If homeowner plantings infringe on this contractor work space, branches will be cut back (at homeowner expense) to provide that necessary work space. In the case of significant pruning requirements of a homeowner tree, the homeowner will be required, in a timely fashion, to obtain whatever arborist involvement the homeowner deems necessary.

Note also that the Association's past administrative failure in one case does not allow future installations to match the non-rules-compliant installation.


The Board has no discretion to arbitrarily ignore rules violations once they become known.

As an example of this, the Board became aware of a back yard violation of an illegally located flower bed only after seeing realtor photographs advertising a property for sale. in contact with a neighbor's foundation (in actuality one neighbor placed their planting bed on another neighbor's property).

In contacting our Association Attorney concerning this specific issue, the Board was informed of its legal responsibility to address the issue even at the late date where a contract had already been made on the property.

The charging of an "administrative fee" is in alignment with the Declaration's Article XII. General Provisions. Section 1. Enforcement provisions.

This Board guideline was ratified by a majority vote of the Board on 2/13/23.

  
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Gary Patton, Vice President  
Secretary V. PRES.

*(Specific Violations & Enforcement policies are found in our filed governing documents.)*