

Villages of Westcreek Owners' Association, Inc.
Administrative Resolution No. 17

Fence Maintenance on Major Roads

WHEREAS, Article VII, Section 7.13 of the BY-LAWS directs the BOARD to exercise for the Villages of Westcreek Owners' Association, Inc., (ASSOCIATION) all powers, duties and authority vested in or delegated to this ASSOCIATION and not reserved to the membership by other provisions of these BY-LAWS, the ARTICLES OF INCORPORATION, or the VILLAGES OF WESTCREEK DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("PROJECT DOCUMENTS"); and

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS establishes as a purpose for the creation of a Homeowners' Association the preservation of values and amenities of the lots in the subdivision; and

WHEREAS, Article V, Paragraph 5.02d., of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS establishes as a purpose for the collection of assessments the maintenance of privacy fences abutting a Major Street, specifically along Military Drive West and Westcreek Oaks Drive; and

WHEREAS, the extent of maintenance is not otherwise defined; and

WHEREAS, Article X, Paragraph 10.12., of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS requires, "The Owner and lessee of any lot shall have the duty of and responsibility for keeping the premises, Improvements and appurtenances and landscaping in a well maintained, safe, clean and attractive condition at all times. If, in the opinion of the Declarant or its assigns or successors, or the Association, any such owner or lessee is failing in this duty and responsibility, then the Declarant, its successors or assigns or the Association may give notice of such fact and such Owner or lessee shall within ten (10) days of such notice, undertake the care and maintenance required to restore said Owner's or lessee's Lot to a safe, clean and attractive condition"; and

WHEREAS, none of the subject fence line is currently held or owned by the ASSOCIATION and none of the fence line abuts property owned by the Association; and

WHEREAS, there is a need to establish orderly procedures for the determination of which sections of fence are in need of maintenance; and

WHEREAS, there is a need to establish orderly procedures for the assignment of a contract to attend to said maintenance; and

WHEREAS, the cooperation of several independent owner-members and/or tenant-occupants can be required to maintain certain sections of fence; and

WHEREAS, it is the intent of the BOARD to meet its obligations according to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS; and

WHEREAS, it is the intent of the BOARD to maintain as uniform an appearance as possible along the aforementioned boulevards; and

WHEREAS, it is the intent of the BOARD to discourage the neglect of said fencing by owner-members or tenant-occupants who might otherwise consider the fencing the sole responsibility of the ASSOCIATION; and

WHEREAS, it is the intent of the BOARD to secure the cooperation of the owner-members and/or tenant-occupants upon whose property the ASSOCIATION must encroach to meet these obligations;

NOW THEREFORE, BE IT RESOLVED THAT the procedures for the identification of these defined fences needing maintenance, notification and arrangement with individual owner-members and/or tenant-occupants

to contract with the ASSOCIATION for said maintenance, and the completion of work to maintain fences by an ASSOCIATION hired contractor shall be as follows:

1. Fences shall be deemed in need of this extensive maintenance contract when their appearance shall have passed the point where they no longer present a safe, clean and attractive condition and/or its individual parts are no longer serviceable due to age and/or weather damage.
 2. The Covenants Committee shall be responsible for reviewing the fence line and recommending to the Board of Directors which sections of fence are in need of maintenance. This review shall come in the form of a semi-annual report in January and July, for the purposes of budget preparation.
 3. Review of the fence shall include the discussion and participation of owner-members and/or tenant-occupants through normal Covenants Committee procedures.
 4. The Covenants Committee shall be responsible for determining if maintenance is required due to occupant abuse and require the occupant to effect maintenance in accordance with current procedures.
 5. Upon the recommendation of the Covenants Committee, the Board of Directors shall pass by Special Resolution, a commitment to contact and contract with the affected owner-members and tenant-occupants, as applicable, for the work required.
 6. The Board of Directors may delegate the authority to locate a licensed fencing contractor who shall be fully insured, qualified and reputable, and meet whatever other requirements as the Board may direct.
 7. Fencing contracts will be competitively bid for each section recommended by the Covenants Committee. Each contract will be awarded within 90 days of bid, due to the changing prices of lumber. Work will begin within 90 days of award. Award of contract(s) will be in accordance with standard Association procedures.
 8. Only Architectural Review Committee approved materials will be used.
 9. The total cost of said maintenance shall be shared between the individual owners and the ASSOCIATION on a linear foot basis at a rate of half (50%) of the cost paid by the owner and half (50%) paid by the ASSOCIATION.
 10. Owner-members declining to participate in the cost share maintenance program will be responsible within 30 days of the completion of work on adjoining fences to effect like maintenance on sections identified by the Covenants Committee. Equivalent maintenance shall be performed at their own cost, unsubsidized by the ASSOCIATION, and as directed by the Covenants Committee, in order to maintain a uniform appearance along the fence line.
 11. Owner-members agreeing to participate shall be given payment plan options including paying their full share on completion of the work, paying over a six (6) month schedule which may include some small service charge for financial overhead, or other payment plans as approved by the Board of Directors
- Approved by vote of the BOARD, March 9, 2000, and recorded in the Book of Minutes.

ATTEST:

Margaret Alder, Secretary