



Country Village Townhouse Association

Fence Installation, Maintenance and Replacement Resolution

WHEREAS, the Board of Directors of the Country Village Townhouse Association, Inc. is empowered to govern the affairs of the Townhouse Association pursuant to Article II, Section 2.0 of the Bylaws.

WHEREAS, the Article V, Section 9.0 of the By-Laws states that:

"In order to provide for the congenial occupancy of the LAND and for the protection of property values of the LOTS, the use of the LAND shall be restricted to and shall be in accordance with the RULES AND REGULATIONS concerning the use of the LOTS and the DECLARATION PROPERTY may be promulgated and amended from time to time by the BOARD OF DIRECTORS provided that copies of such RULES AND REGULATIONS are furnished to each OWNER not less than five (5) days prior to the time they become effective."

WHEREAS, the Article Fifth of the Declaration of Covenants, Easements and Restrictions of the Country Village Townhouse Association, Inc. (hereinafter referred to as the "Declaration") states:

"No dwelling, building, fence, garage or other structure shall be erected, altered, constructed, reconstructed or moved on the LOTS until the design and location thereof and accompanying landscaping shall be approved in writing by... the Association Any OWNER ... shall submit three (3) sets of building plans... plus a building permit application ... to the Association ... at least thirty (30) days prior the date such OWNER... needs a decision."

WHEREAS, the Article V, Section 8.0 of the By-Laws states that:

"All maintenance, repairs and replacements to any LOT, whether structural or non-structural, ordinary or extraordinary, shall be made by the OWNER or such LOT..."

WHEREAS, the Article FIFTEENTH of the Declaration states that:

The Association shall have the duty and obligation to enforce provisions of the covenants, restrictions and easements... for the benefit of the Association and the Owners..."

WHEREAS, the Article V, Section 7.0 of the By-Laws states that:

"In the event that any OWNER shall violate or breach any of the provisions of the DECLARATION or theses BYLAWS on his part to be observed or performed, the BOARD OF DIRECTORS shall have the right to enjoin, abate or remedy the continuance or repetition of any such violation or breach..."

WHEREAS, there is a need to establish standards relating to the installation and maintenance of fences in Country Village Townhouse Association community and shall be applicable to all owners, tenants, guests and invitees and shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

NOW, THEREFORE BE IT RESOLVED THAT all existing and newly installed fences shall conform to the following *maintenance and appearance standards*:

All fences shall be given such attention so as to present a reasonably acceptable visual appearance and condition, as qualified by the Association or its designated representative, and shall meet the following standards:

- Slats shall be intact, not broken, loose, missing or severely warped.
- Posts shall be solid, plumb and erect, not broken, loose, missing or severely warped.
- Sections shall be solid, intact and securely fastened to posts, not leaning or missing.
- Cross arms shall be sturdy, intact and securely fastened to posts, not exhibit deterioration.
- Gates shall be operational and upright, not leaning or in disrepair.

The exterior appearance of all fences shall be either (*indicates Association recommendation)

- *Left in natural untreated state; neither stained nor painted or;
- Clear coat (non-coloring) preservative or;
- Stained to conforming building color match, (requires written Association approval, submit color sample;
- Redwood or other wood stains or paints are not permitted.

NOW, THEREFORE BE IT RESOLVED THAT all *newly installed and replacement fences* (after May 30, 2021) shall require advance written Association consent and conform to the following specifications (regardless of prior approval, if any):

Fence Style/Material Specifications:

White vinyl 6'x8' privacy fence.

- Posts: White 5"x5"x108" pre-routed vinyl. The post will be concreted in place as per the manufacturer's recommendations for maximum safety and wind resistance.
- Section: 6' high x 8' wide white vinyl panels. The panels will consist of 6" tongue and groove slats with top and bottom rails that have a minimum width of 5" and a maximum width of 7".
- Post Tops: All posts must have post tops. The post top styles are up to the discretion of the homeowner as long as they are white in color.
- Example: Veranda Linden white vinyl. This is to be used as an example only.

No chain link, wire mesh or other fence material types are permitted.

Submission, permissible location & other criteria:

- Each application shall include and/or specify the appropriate detail including:
 - as-built property survey;
 - material description;
 - design/location layout;
 - finish (untreated, building color match, non-coloring preservative);
 - Gate location, etc.
- All fencing shall be installed in the rear yard so that no section(s) shall be forward of the (extended) rear house line of the dwelling. Side yard installations shall not be preferential, though will be considered on a per application basis. **Front yard installations are not permitted.** Fencing shall follow the slope of the ground and be no higher than the stated height at any point.

- Any Association approval granted shall be in writing and be contingent upon receipt by the Association of the Town of Guilderland building permit. All approvals are valid for a maximum period of 6 months and shall thereafter expire and be null and void.
- Fence installations can not be placed such that the egress and ingress are restricted to common areas and center units. Persons entering for lawful purposes may include but are not limited to contractors, subcontractors, agents and employees, first responders and service providers.
- All fence replacements will be reviewed for compliance with the Articles of the By-Laws and if found to be in violation, modifications will be required.

NOW, THEREFORE BE IT RESOLVED THAT in the event of any *non-conformance with the standards* as set forth above, or as may be amended by the Board of Directors, the Association shall reserve unto itself the following authority, in addition to other remedies which may be provided for in the governing documents, Association policy or applicable statute.

- The Association, after giving the Owner written notice and allowing a reasonable timeframe to take corrective action, may make the necessary repair, replacement (in whole or part), removal/disposal or initiate other appropriate action(s) to ensure that the fence(s) conforms to Association standards as set forth herein, all in a responsible and workmanlike manner, at the sole expense of the violating Owner, including any and all collection expenses and fees, if required.
- In addition or as an alternative to the preceding, the Association at its option, after giving the Owner written notice and allowing a reasonable timeframe to take corrective action and impose monetary penalties, whether a one time and/or per diem charge, the amount and severity of which shall be reasonably related to the violation and to the aim of curing the non-conformance and deterring similar future reoccurrences, if applicable. Monetary penalties shall be imposed against a Unit Owner and shall be deemed an assessment against the Unit or such Owner and, as such, shall be a charge and continuing lien upon such Unit, and shall constitute a personal obligation of the Unit owner and shall be collectible in the same manner as Association charges.

Country Village Board of Directors
REVISED July 19, 2021