

ARCHITECTURAL REVIEW COMMITTEE
Southern Creek Homeowners Association

Standards and Guidelines:
Fences

The Covenants of Southern Creek, Article XI, Building and Use Covenants, Section 20, state “No fence, wall, gate, hedge, or other structure shall be erected or maintained on any lot, except as originally installed by Declarant or Declarant’s assignee, or except any approved in writing by the Architectural Review Committee as provided herein.”

Since the ARC endeavors to balance the desire of each homeowner with the needs of the community, the following guidelines seek to standardize this covenant:

1. For the purposes of these guidelines, the term “fence” includes any structure, wall, or landscaping, or portion of such, placed around or on any lot for the purposes of separation, privacy, safety, decoration, etc., as well as any component of or addition to such fence, including, without limitation, gates, posts, brackets, slats, etc.
2. The ARC must receive written application and the homeowner must receive written approval from the Board of Directors before installation of any fence.
3. All fence installations must be in accordance with all applicable building, fire, electrical, and related codes as well as with the manufacturer’s installation specifications. Fences shall not block ingress and egress to easements, especially for the purposes of pond/lake maintenance. Despite granting approval for a fence installation, the ARC, the Board of Directors, and the Association are not responsible for any fence that might need to be removed by any authority for purposes of ingress or egress by such authority.
4. No fence Requests will be finalized without a signed Sprinkler Survey obtained at homeowner’s expense from the current Southern Creek lawn maintenance/sprinkler company. This will show that the sprinklers on the homeowner’s lot have been located and the proposed fence will not interfere with the Association’s sprinkler system, or will show that the Association’s lawn maintenance/sprinkler company will be contracted with at the homeowner’s expense to move the sprinklers to accommodate the new fence.
5. Fences must be located so that trees do not need be moved or removed. If a fence cannot be installed without moving or removing a tree, homeowner must obtain approval through the ARC process to do so prior to moving or removing the tree, separately from any fence Request.
6. All fences connected to the community perimeter fence must exactly match the perimeter fence in style, size, and color; generally, six (6) foot tall white vinyl privacy tongue and groove with a lattice top, and style of posts and caps should also match exactly.
7. All privacy fences not connected to perimeter community fence and not at a unit that backs up to a pond/lake area must match the community perimeter fence, and shall be as described in paragraph seven (7) above, except are not required to have the lattice top.
8. All fences that are at a unit that backs up to a pond/lake area must exactly match in style, size, and color the community fence installed at the playground area next to the pool; generally, four (4) foot tall black wrought iron. Fences at these units will never be privacy style fencing.
9. Fences are not allowed in any front yard.
10. Fences are not allowed to run immediately along side any sidewalk. There must be a minimum of four (4) feet between any fence and any sidewalk.
11. All fence structural and support posts must face inside the homeowner’s lot.
12. All gates must be a minimum of three (3) feet wide. All gates must match the fence in size, style, color, and material. All fence gates must open inward to the homeowner’s lot.

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13. Homeowners are not allowed to attach any part of a fence to a building or other common element. No screws, nails, or anchors of any kind shall be attached to the building to secure, tighten, or stabilize the fence (no drill holes). Homeowners are reminded that the Association is responsible for maintenance or repair of all common areas. However, that responsibility does not extend to maintenance or repairs arising out of or caused by the willful or negligent act of a homeowner or their guests, tenants, or invitees; rather, the homeowner is responsible for such maintenance or repairs.
14. Fences on end unit lots may extend down the side of the unit toward the front yard a maximum of six (6) feet from the rear corner of the building.
15. Fences on end unit lots may extend a maximum of ten (10) feet out from the building to the side boundary line.
16. Fences must be installed within the boundaries of the homeowners lot and may not be installed in/on any common area or adjacent lots.
17. The homeowner shall be responsible, at the homeowner's sole expense, for the timely cleaning and maintenance of their fence. In the event the homeowner removes their fence, the homeowner shall, at their sole expense, promptly restore the area to its original condition as designed by builder.
18. The Association will not provide lawn or landscape maintenance inside a homeowner's fenced area. The homeowner shall be responsible, at the homeowner's sole expense, for the weekly cleaning, maintenance, and upkeep of the lawn inside the homeowner's fenced area, as well as proper edging and trimming of the fence, bushes, and/or trees. Homeowner's must clean any pet poop inside their fenced area on a daily basis, and dispose of via the trash (never thrown over the fence).
19. It shall be the homeowner's responsibility to remove the fence if the Association must maintain, repair, or replace the area where the fence is installed. Except in emergency situations, the Association shall notify the homeowner at least five (5) working days in advance of the need to remove the fence.
20. Should a homeowner fail to remove, maintain, or clean the fence or inside the fenced area upon the Association's request, the Association may enter the homeowner's lot with at least five (5) working days advance notice and remove, maintain, or clean the fence or inside the fenced area, at the homeowner's sole expense.
21. Should any fence installation damage any common area or any other homeowners unit, or harm the Association in any way, that homeowner is responsible for all property damage repair as well as reimbursing any other costs incurred by the Association that came about as a result of the homeowners fence installation.
22. The Association shall never, under any circumstances, be responsible for any damage to any homeowner's fence or loss to the homeowner. All costs of removing and/or replacing the fence under any circumstances will always be the sole responsibility of the homeowner. If the Association must remove, clean, or maintain the fence or inside the fenced area, the Association may charge all costs to the homeowner and may levy a special assessment against the homeowner and/or the homeowner's lot as provided in the covenants.
23. All existing fences that were installed outside these guidelines are in violation. No existing installations will be grand-fathered. Homeowners and/or tenants must come into immediate compliance with these guidelines.
24. Penalties for violation of these guidelines shall be treated as a special assessment, and fees shall be levied as outlined in the Covenants of Southern Creek, Article XI, Building and Use Covenants, Section 35.