

Green Park Court Privacy/Screening Fence Rules  
Adopted September 20, 2022

With the installation of the new privacy/screening fence on Coy's Lane backing to Richmond Road, the Board is reiterating Section 38 subparagraphs (d) (e) and (f) of The Fairways at Lakeside Declaration of Covenants, Conditions and Restrictions and has adopted the following additional rule that all homeowners with said fence must abide by.

“(38) Fences to be constructed by Developer and Additional Association Easements.

(d) Regarding the unplatted area shown on the Plat between Green Park Court and Richmond Road, when said area is subdivided into Lots, the Developer shall construct on or near the rear Lot line of all Lots whose rear Lot line fronts on Richmond Road a wood screening fence (“Screening Fence”). The Association on an as needed basis shall repair and maintain, in good condition the Screening Fence and replace same as and when necessary.

(e) The Association shall have the right from time to time to impose an assessment against the owners of the Lots mentioned in subparagraph (d) of this Section 38 to pay for the costs to the Association relative to said maintenance, repairs or replacements of the Screening Fence. The assessment shall be allocated equally between the aforementioned Lots. The amount so allocated to each Lot shall constitute a lien on said Lot and improvements thereon, which lien shall be prior and superior to all other liens or claims against said Lot to the fullest extent permitted by law, except that said lien shall be inferior and subordinate to ad valorem taxes, the lien of any first mortgage and the lien in favor of the Association provided for in Section 31 hereof.

(f) Developer hereby grants and conveys to the Association an easement in, on, under, over, above, across and through such portions of the Lots mentioned in subparagraph (d) as reasonably necessary for the use and benefit of the Association in order to permit the Association ingress and egress to the Screening Fence in order to discharge the maintenance, repairs and replacement obligations of the Association enumerated in this Declaration with regard to the Screening Fence which shall be exercised only to the extent reasonably necessary and appropriate to discharge those obligations. The Developer shall have the benefit of this easement until all Lots in The Fairways at Lakeside have been sold or until the Developer relinquishes to the Association those obligations as set forth in Section 31, whichever first occurs.”

1. You may not stain or paint this fence. Once the fence has weathered several years, the HOA will determine if it needs to be stained and will treat the fence as a whole.
2. You may not stack wood or anything against the fence as this will cause the fence to deteriorate at a faster than expected rate.
3. It is homeowner responsibility to trim/weed-eat on the inside of the fence and not to allow weeds or bushes to grow into or on the fence. The HOA will trim on the Richmond Road side of the fence.
4. Landscaping, mulch, bushes and bamboo must be kept away from fence a minimum of 12” (inches). Failure to maintain this distance may result in the Board having a contractor clear the area at the homeowner’s expense.
5. You may not make any alteration to the privacy/screening fence, nor drill into, attach or hang anything from the fence.
6. Should you sell your home, you must notify the new owner of these rules regarding the fence.