

[PROPOSED] SPOA Policy 2020-1 relating to approval of new fences pursuant to Article V of the Stagecoach Declaration of Covenants, Conditions and Restrictions

WHEREAS, Article V of the Stagecoach Declaration of Covenants, Conditions and Restrictions provides that, “No... fence...shall be commenced, erected, or maintained ... until the plans and specifications showing the nature, kind, shape, height, material and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee comprised of three (3) or more representatives appointed by the Board;” and

WHEREAS, the Association has previously adopted Policy 2018-1 providing a simplified approval process for fences that meet certain requirements; and

WHEREAS, the Board finds that it would be helpful to the Architectural Control Committee and to members seeking to construct a fence that does not meet the requirements of Policy 2018-1 to adopt general principles governing the construction of fences;

NOW, THEREFORE, the Board hereby adopts and promulgates the following policy, which shall apply to fences that do not meet the requirements of Policy 2019-1 and do not otherwise violate any provision of the Stagecoach Covenants:

[This policy purposely does not address all possible issues relating to fences. This policy is a work in progress. It is the intention of the Board to amend this policy in the future as experience dictates.]

A. Fences that do not meet the design requirements of 2018-1. Absent a compelling reason to the contrary, fences should be designed and constructed to maintain a sense of openness and to protect the unimpeded views of natural surroundings from other Lots and should be constructed of natural rather than manufactured materials to better blend with the surrounding environment.

1. Fences should have an open design that allows a view through the fence. However, since there is no restriction in the Stagecoach Covenants on the planting of vegetation, Lot Owners are free to plant trees or shrubs to block the view from the street or other houses.

2. Wood is the preferred material for constructing the posts and rails of a fence.

3. Fences should generally be narrow at the base and limited to four (4) feet in height to help prevent deer and elk injuries. If the purpose of the fence is to exclude

wildlife, and the Lot Owner seeks to construct a fence higher than four feet, then the area enclosed should be limited to the minimum reasonably necessary for the purpose of the fence and the fence should, to the extent reasonably possible, be located on a portion of the Lot that is not visible from the street or other houses. Subject to further study and experience, the following areas and fence heights appear sufficient for the purposes listed below:

a. Dog Kennel.

i. Area: Not more than 200 square feet per animal, with the total area of the kennel limited by the size of the Lot and the Owner's ability to shield the kennel from view.

ii. Fence: Not more than 6 feet high.

b. Dog exercise area.

i. Area: Not more than 3,000 square feet or $\frac{1}{2}$ the area of the Lot within the front, rear and side easements, whichever is less.

ii. Fence: Not more than 6 feet high with the top of the fence consisting of either a clearly visible rail, or otherwise marked so as to be clear to wildlife.

b. Vegetable/Flower Garden

i. Area: Not more than 900 square feet.

ii. Fence: Not more than 8 feet high with the top of the fence consisting of either a clearly visible rail, or otherwise marked so as to be clear to wildlife.

B. Fences on Lots without a residence. Fences on Lots without a residence are disfavored. However, a temporary fence on a Lot without a residence may be approved, for good cause, provided that the Owner of the Lot enters into a binding agreement with the Association specifying a mutually acceptable date in the future when the temporary fence will be removed by the Owner, at the Owner's sole expense.