

AUBERGE' HOA FENCE MAINTENANCE AND REPLACEMENT POLICY

12/28/2015

The purpose of this document is to define the maintenance and replacement guidelines for fences and gates within and surrounding The Auberge' subdivision and the sixteen (16) lots plotted as part of The Auberge' Village subdivision which were incorporated into The Auberge' Homeowners Association (AHOA) by virtue of an agreement between The Auberge' property owners and Westec Properties dated June 2010.

The AHOA fences and gates can be separated into eight (8) segments based on location and/or special characteristics. The Segment definitions employ lot and block numbers as shown on Tulsa County Plats. The Plats can be seen at http://www.assessor.tulsacounty.org/maps/SEC_7316.pdf . It will be necessary to zoom in several times in order to read lot numbers. Guidelines will be defined for each segment.

There are several considerations when defining repairing and replacement cost responsibilities, and management responsibilities for the different segments. Agreement on objectives can aid in simplifying the decision making process. The following objectives are recommended.

Objective 1. While fulfilling the AHOA's overall responsibility of maintaining the common facilities and insuring that individual owners maintain their properties to acceptable standards The AHOA should not infringe on individual property rights any more than is absolutely necessary.

Objective 2. Adopt guidelines which motivate residents to act in a manner consistent with good financial and management practices.

Objective 3. Ensure to the extent possible that all Property Owners are treated equally in terms of services received for dues paid.

The segments and associated guidelines are:

Segment 1.

Definition: Fences and pillars between Auberge' Homeowners Association (AHOA) lots either on the side or behind individual lots.

Guidelines: It is the responsibility of adjacent neighbors to agree on the timing of repairs to or replacement of common fences, to contract for and supervise construction/repairs and to share the expense of those activities. Members of the Architectural Control Committee (ACC), Asset Management Committee (AMC), Security Committee (SC) and/or the Board of Directors (BOD) will be available to act as arbitrators. Any change in style and/or appearance must be approved by the ACC and the BOD. The AHOA has no cost sharing obligation.

Segment 2.

Definition: Side yard fences, gates and pillars facing the street in front of a house.

Guidelines: It is the responsibility of owners to contract for and supervise construction/repairs to structures on his/her side of the property line. Any change in style and/or appearance must be approved by the ACC and the BOD. The AHOA has no cost sharing obligation.

Segment 3.

Definition: Fences separating AHOA lots from adjacent subdivisions. Those subdivisions are Falcon Ridge Estates Two, White Hawk Golf Villas and The Auberge' Village.

Guidelines: It is the responsibility of the AHOA owner to contact the connecting owner and reach agreement on the need for repair or replacement of common fences, to contract for and supervise construction/repairs and to share the effort and expense of those activities as agreed to with the adjacent property owner. Members of the ACC, AMC, SC and/or the BOD will be available for consultation and assistance if needed. If long sections of fence are involved the AHOA may enter into discussion with the adjacent HOA in order to simplify and streamline the agreement process. AHOA owners should be aware that the prevailing attitude of Tulsa County property owners appears to be that the person who built the fence is responsible for replacement unless the neighbor volunteers to participate. Any change in style and/or appearance which would be visible to others must be approved by the ACC and the BOD. While the AHOA has no cost sharing obligation, the AHOA Board may, **at its discretion**, pay up to 50% of the cost if agreement cannot be reached with the adjoining owner.

Segment 4.

Definition: The wood fences and stone & brick structures on the east side of lots 1-22, block 1 and lots 1-3, block 3 in The Auberge'. These fences and structures separate The Auberge' from the Yale Ave. right-of-way. The fence on the north side of lot 1, block 1 is included in this segment.

Guidelines: This fence is of value to all AHOA members in that it projects an image of the community to the outside world. The Developer set aside a portion of the east end of these lots as a buffer zone for the development. This area is referred to as the "Fence Area" in the CC&R. Section 3.8 of the CC&R states "Notwithstanding anything herein expressed or implied to the contrary, each Owner hereby grants the Association a perpetual easement and right of way over, through and across the Fence Area to construct and maintain a fence. The Architectural Committee shall have the exclusive right, at its own discretion, to design, erect and maintain any fence upon said easement." The AHOA is responsible for determining when repairs and/or replacements are needed. The AMC and SC have a shared responsibility for managing this AHOA asset. They should obtain bids, chose a contractor and manage the repair/construction activity. The individual Homeowners are responsible for paying 50% of all costs except for those associated with stone & brick structures. Stone and brick structure costs are the responsibility of the AHOA.

Segment 5.

Definition: The wood fences separating lots 1-6, block 2 in The Auberge' from the E. 143rd Place S. right-of-way.

Guidelines: This fence also projects an image of our community to the outside world. Therefore, the AHOA is responsible for determine when repairs and/or replacements are needed, obtaining bids, choosing a contractor and managing the repair/construction activity. The AMC and SC have a shared responsibility for managing this AHOA responsibility. This fence is similar in construction to interior fences between lots. The cost of repairing or replacing these fences will be shared on a 50% basis by lot owners and the AHOA. The cost per lot shall be based on the linear feet of fence behind each lot if more than one fence is repaired or replaced at the same time.

Segment 6.

Definition: The wood and stone pillar fence and wrought iron fences separating the AHOA Clubhouse (lot 4, block 4) and White Hawk Golf Villas Reserve B from the Yale Ave. right-of-way.

Guidelines: The AHOA has total responsibility for this Segment.

Segment 7.

Definition: The security/privacy gates on S. Urbana Ct. E., E. 146th St. S. and S. Toledo Pl. E. and The Auberge' main access gates on Yale Ave. and E. 143rd Pl. S.

Guidelines: These gates are the responsibility of the AHOA.

Segment 8.

Definition: The iron gate on S. Vandalia Ave. which separates White Hawk Golf Villas from The Auberge'.

Guidelines: This gate was installed by the WHGV HOA. They did not consult with the AHOA about installing the gate nor did they ask the AHOA to share its cost. Most of the segment of S. Vandalia Ave. (on a width basis) from the gate to a point on line with the fence on the south side of our pool area is part of WHGV Reserve B which is owned by the WHGV HOA. We own no more than 9 ft of the street width. In the past the AHOA offered to share the cost of repairing the original wooden gate. We should continue to offer to pay half of any expenses associated with the new gate as part of our "good neighbor policy".

Intentionally excluded from consideration is the fence separating White Hawk Golf Villas (WHGV) Reserve B (Retention Basin) from WHGV lot 6, block 1. Although our CC&R requires us to maintain WHGV Reserve B it is legally the property of WHGV HOA. Our position should continue to be that the fence is totally within the WHGV boundaries; therefore, we have no repair or replacement responsibilities.

Summary:

In summary, fences, gates and their associated facilities separate lots or pieces of property from adjoining lots or pieces of property. To the extent owners or groups of owners, on both sides benefit from the separation both should share the cost of maintaining the facilities. Some facilities, such as gates and some fences serve the entire community. The AHOA serves as a convenient, equitable cost sharing device for maintaining these. To the extent practical the preceding guidelines attempt to align owner motivation with AHOA objectives and good management practices