

FAIRCLOUD ASSOCIATION, INC.
FENCING RULES
Adopted September 12, 2025

Background

In accordance with the Declaration of Covenants, Conditions and Restrictions of Faircloud filed of record on October 15, 1982 and including amendments filed of record since that date (the "Covenants") which provide:

Article II: Each member of the Association will be subject to its Articles of Incorporation, By-Law, rules and regulations, as from time to time established and/or amended.

Article V: The Board of Directors of the Association may from time to time establish rules and regulations governing the use of the Association's Common Areas by Members of all classes and their guests; provided, that such rules and regulations as from time to time adopted shall be uniform as to all Members regardless of class.

The Bylaws of the Faircloud Association, Inc. adopted April 28, 2001 ("Bylaws") further provide that the Board of Directors' powers and duties include:

To establish, make and enforce compliance with such rules as may be necessary for the operation, use and occupancy of the common areas, with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each owner within five days following the adoption thereof.

By approval of the Association Board of Directors at a meeting held on August 17, 2025 and written consent of all of the members of the Association Board of Directors on September 12, 2025, the Board of Directors adopted the Fencing Rules set forth herein and mailed to each homeowner within 5 days.

FENCING REQUIREMENTS SET FORTH IN COVENANTS AND BYLAWS

Covenants

Article IX, Section 5: Fencing.

All fencing of the following types must be approved by the Declarant [now, the Board on behalf of the Association] in advance of its installation: (a) Common Area fence; (b) Association fence; (c) Any other fence which will extend beyond the front of any building structure; (d) Adjoining fence; (e) Fences which may extend beyond the property building lines.

All *Adjoining fences* must be set back at least two (2) feet from the front of any building structure upon which the fences may abut, unless such fence is determined by the Declarant to be the equivalent of the building structure.

All *Common Area fences*, if the only fence present at that location, shall be maintained by the owner of the abutting Lot. These restrictions may be waived, in whole or in part, by the Declarant [now, the Board on behalf of the Association].

All fencing which adjoins the Common Area shall be of a type as to not restrict sight (“sight proof”) and shall be constructed of the following material: wrought iron, split-rail or split-rail with inside wire mesh. Except that sight proof fencing may be used around swimming pools and work service areas for privacy, provided that such fencing is at least twenty-five feet (25’) from the rear of the lot line. Approval must be obtained from the Declarant [now the Board, on behalf of the Association] for the installation of all private fencing.”

Article XV, General.

Each Owner of any Lot which abuts a Common Area and upon which abutting portion in erected a fence, building, structure, landscaping, bushes, hedges, trees or similar improvement along said common border, must maintain a strip one foot (1’) in width parallel to facilitate the mowing of the common Area by tractor or other similar mowing machine.

Article I, Section 1, Definitions.

“Common Areas” shall mean all real property, whether improved or unimproved, owned, leased or controlled by the Association for the common use and enjoyment of members of the Association.

“Fences” shall mean the following where the context so indicates:

- “Adjoining Fences” shall refer to two or more separate fences on a lot which adjoin and are exposed to public view.
- “Common Area Fences” shall refer to any fence on a Lot which is adjacent to, abuts or borders any Common Area.”
- “Association Fences” shall refer to any fence erected or placed on any Common Area.

Bylaws

Article III, Purpose, Paragraph (a).

The purpose of the Association is . . . to provide for the enforcement of the Covenants.

Article VIII, Board of Directors, Section 10, Board Powers and Duties, (a) Administration.

To administer and enforce the covenants, conditions and restrictions, easements, uses, limitations, obligations, all other provisions set forth in the Declaration [of Covenants].

FENCING RULES

Based on the foregoing, the Board has adopted the following rules:

1. The Board must approve all fencing of the following types in advance of its installation: (a) Common Area fence; (b) Association fence; (c) Any other fence which will extend beyond the front of any building structure; (d) Adjoining fence; (e) Fences which may extend beyond the property building lines.
2. To request prior approval, please submit the Fence Approval Form.
3. Recommendations on types of fences are set forth below.

4. A clear stain (or the natural cedar) is recommended to coordinate with surrounding homes. A fence should be stained every 2-4 years.
5. Fences subject to these Rules that are damaged due to weather, mishap, age or any other reason must be repaired or replaced by the homeowner within 30 days, at the homeowner's cost, unless there are extenuating circumstances, in which case the Board should be notified. The Board will act reasonably in making any exceptions to this Rule.
6. To contact the Faircloud HOA, please go online at https://faircloudedmond.com/?page_id=21

Privacy Fence option (preferred): Vertical boards with upper trimming, traditional design

Stain color: Clear



Semi-private fence option: Shadow box fence. Cons: due to staggered rows of pickets, difficult to mow and weed around

Stain color: Clear



Common Area Fences – cannot restrict sight (for homes along any Common Area)**

1. Split-rail with inside wire mesh
2. Wrought iron



** Except that sight-proof fencing ***may be used*** around swimming pools and work service areas for privacy, provided that such fencing is at least twenty-five feet (25') from the rear of the lot line

FENCE AND EXTERIOR STAINING APPLICATION FORM:

Section 1. General Information:

Property Owner's Name:

Property Owner's Address:

Phone:

Email Address:

Section 2. Details of Fence:

Fence contractor:

Fence color: (Provide the name, brand if known, and picture of the stain color.)

Section 3. Waiver Application

(Fill out this section only if applying for a fence and/ or stain color NOT recommended by the BOD and/or in the Bylaws.)

Please provide a brief description of why this fence and/ or stain color is appropriate for your residence: (For example, "matching north and south neighbor's fence color," or "matching exterior siding of my residence.")

Please include other pictures (for example, pictures of neighbor's fences, the exterior of your home) that would be helpful to the BOD in approving your request.

Section 4: The Approval Process

The Faircloud Board of Directors (BOD) has a minimum of 30 days from the receipt of your completed approval request form to notify you, in writing, of the status of this request. The Board will endeavor to reply quickly, but please schedule contractors accordingly.

I acknowledge that should it be found at any point that there are any errors, omissions, or unapproved changes to the above submitted plan that the BOD reserves the right to revoke its approval.

In the event that approval is revoked, I agree to indemnify the HOA of any expenses that I may have incurred pertaining to the proposed change. I understand that this approval for change is for the purpose of aesthetic compliance to the Covenants and in no way implies that the proposed change is designed, located, or built in a structurally sound or compliant manner or material.

Furthermore, any reference to "architectural" approval in no way implies anything about the structural integrity of the change and that a post construction inspection, if required, will be for the sole purpose of evaluating the final aesthetic properties of the change and its subsequent compliance to the Covenants.

I understand that if approval of this improvement is given, that I will indemnify the Association and hold it harmless from any damages or costs of a lawsuit that are filed due to the installation,

construction, or presence of the described improvement. I understand that I am responsible to maintain the change/improvement.

I understand that it is my responsibility to retain a copy of this approval (if granted) with the permanent records of the above stated property and to furnish a copy of this document in the event that a request by the HOA is made or the property is transferred to a new owner.

Property Owner's Printed Name: _____

Signature: _____

Property Address: _____

Date: _____

BOD Use Only

BOD disposition: Approved/ Approved with Modifications/ Denied

Other Comments:

BOD President Signature of Approval:

Date: