

**FENCE REQUIREMENTS
SUBMISSION TO ARCHITECTURAL COMMITTEE**

(Complete & submit this form along with your Application for Approval for all fences.)

INSTRUCTIONS: Please initial each applicable paragraph in the blank provided, and sign and date the form on the second page.

1- Fence Description

_____ My Application for Approval Submission includes a written description of where the fence will be located, including distances from all property lines, distances that the fence will extend along the sides of the house, location of gates, etc. I have also included a description of the materials that will be used to construct the fence.

2- Site Plan

_____ My Application for Approval Submission includes a site plan drawing showing the location of the proposed fence. This should be drawn on a copy of your survey, showing all easements and setbacks, and clearly showing the location of the proposed fence. If you use your lot survey as the basis for your site plan, please enlarge it before drawing in your fence plan. If you do not have, or cannot obtain, a copy of your lot survey, you may submit a hand-drawn sketch of your property as long as it is legible and clearly shows the location of the proposed fence.

3- Compliance with Covenants (Initial one (1) paragraph in this section.)

_____ I understand and acknowledge that the fence must be in compliance with Section 6.3 of the Amberleigh Village Declaration of Covenants, Conditions and Restrictions, as amended [the Covenants]. I further understand and acknowledge that the fence must conform in all respects to the design set forth in Exhibit B of the Covenants. This includes, but is not limited to the requirement that the maximum allowed fence height (at the peak of the scallops) is five (5) feet as measured from the existing grade. The maximum allowed fence height at the bottom of the scallops is four (4) feet.

******* OR *******

_____ The proposed fence is a privacy fence, wall, or screening to be constructed directly adjacent to the dwelling's rear patio. I understand and acknowledge that the fence must be in compliance with Section 6.3 of the Amberleigh Village Declaration of Covenants, Conditions and Restrictions, as amended [the Covenants]. (Skip item #4 in this case.)

4- Fence Sharing

_____ I will cooperate with the adjacent property owners by allowing them to connect to and share the proposed fence along our common property lines in the event that they decide to erect fences in the future. In order to facilitate fence sharing, the proposed fence will be installed as close to the common property lines as practical. If an adjacent property owner has an existing fence along our common property line, I hereby declare that I have reached an agreement with the adjacent property owner to connect to and share the existing fence.

5- Maintenance

_____ I understand and acknowledge that I must maintain the fence in top quality, like new, condition at all times. I further understand and acknowledge that if I fail to properly maintain the fence, it may be removed by the Amberleigh Village Homeowners Association, Inc. at my expense, pursuant to Section 6.3 of the Covenants. I also understand and acknowledge that I am still responsible for mowing and maintaining any portion of my lot that is outside the fence pursuant to Sections 6.16 and 7.1 of the Covenants.

6- Common Areas (Initial this paragraph only if your property is adjacent to a Common Area.)

_____ My property is adjacent to one (1) or more Amberleigh Village Common Areas. I hereby declare that I have accurately located the property line(s) between my lot and the Common Area(s), and that the proposed fence will in no way encroach on any Amberleigh Village Common Area. I understand and acknowledge that if the fence is ever found to encroach on any Amberleigh Village Common Area the fence may be removed by the Amberleigh Village Homeowners Association, Inc. at my expense, without notice.

7-Drainage Easements (Initial this paragraph only if your property is subject to a drainage easement and the fence will be installed within the easement.)

_____ I understand and acknowledge that my property is subject to a drainage easement, and the proposed fence will be installed within the drainage easement. I hereby declare that there are no unresolved drainage issues in the easement area and that drainage is satisfactory at this time. I further understand and acknowledge that any portion of the proposed fence that is installed within the drainage easement may be removed by the Amberleigh Village Homeowners Association, Inc., any utility company, or their contractor, at my expense if future drainage work is required in the easement area. I also understand and acknowledge that neither the Amberleigh Village Homeowners Association, Inc., any utility company, nor their contractor, shall be responsible for damage to any portion of the proposed fence that is installed within the drainage easement.

8- Utility Easements (Initial this paragraph only if your property is subject to a utility easement and the fence will be installed within the easement.)

_____ I understand and acknowledge that my property is subject to a utility easement, and the proposed fence will be installed within the utility easement. I further understand and acknowledge that any portion of the proposed fence that is installed within the utility easement may be removed by the Amberleigh Village Homeowners Association, Inc., any utility company, or their contractor, at my expense if future utility work is required in the easement area. I also understand and acknowledge that neither the Amberleigh Village Homeowners Association, Inc., any utility company, nor their contractor, shall be responsible for damage to any portion of the proposed fence that is installed within the utility easement.

9- Landscape Easements (Initial this section only if you own a lot from Lot #1 through Lot #8 on Cinnabar St.)

_____ I understand and acknowledge that my property is subject to a landscape easement that extends twenty (20) feet *inside* the rear property line of my lot. I further understand and acknowledge that the proposed fence may not be installed within any part of this landscape easement. I also understand and acknowledge that I am still responsible for mowing and maintaining any portion of my lot that remains outside the fence pursuant to Sections 6.16 and 7.1 of the Covenants.

Homeowner's Signature: _____

Date: _____

Applications can be submitted the following ways:

**Main Street Management, LLC
PO Box 745
Lafayette, IN 47902**

Fax: 765-742-6401

Email: info@mainstreetmanagmentllc.com