



## **PRIVACY FENCE**

### **ENCORE MODELS ONLY**

The privacy fence is for Encore models only. This privacy fence is to be located between the Encore unit patios that have only 8 to 10 feet between them. The ownership of the Privacy fence is that of the unit owner requesting such fence. The fence must conform to the Village standards. All installation costs, maintenance costs, and subsequent replacement/removal costs are the sole responsibility of the unit owner requesting such fence. **The unit owner's roof mate must receive written notification from the requesting unit owner prior to the installation of the privacy fence.**

**A diagram must be submitted with the location of the fence.** This diagram must be approved by the Architectural Committee volunteer prior to receiving the permit and prior to any work being started.

### **MATERIAL**

The fence must conform to the Village standards of white vinyl. Wood fencing is **not** acceptable.

### **COLOR**

The vinyl fence must be white to conform to the Village standards.

### **DIMENSION & INSTALLATION**

The vinyl fence sections must be 6 feet high by 8 feet wide. Only up to 2 sections are allowed and must not extend beyond the patio. The vinyl posts must be 5 inches by 5 inches. The vinyl post caps must conform to the village standards. The posts must be installed in a concrete base. The privacy fence **cannot** be attached to the unit in any manner. No exterior walls or siding can be damaged during the fence installation. Damage incurred during installation will be at the expense of the unit owner or subsequent owner.

It is requested that the unit owner, or subsequent owner, notify the Architectural Committee Volunteer (name and phone number shown on the face of PERMIT) when privacy fence installation has been completed.

It is understood, that the unit owner, or subsequent owner, is **RESPONSIBLE** for the maintenance, repair, or replacement of this improvement, and it is **NOT THE RESPONSIBILITY** of Leisure Village West Association.

### **INSTALLER**

Installation must be made by a qualified contractor who is registered with the Division of Consumer Affairs or qualified resident. Such contractor must furnish the Leisure Village West Association office with a **current certificate of insurance before unit owner can apply for a permit, and before any work can begin.**

### **TERMS & CONDITIONS**

A copy of the TERMS & CONDITIONS, as attached to the resident's permit, applies to all the above.

## TERMS & CONDITIONS

### PERTAINING TO APPLICATION FOR PERMIT TO INSTALL IMPROVEMENTS

**PERMISSION TO INSTALL IMPROVEMENTS SHALL BE LIMITED TO THE ITEMS SPECIFICALLY SET FORTH AND IS GRANTED UPON THE FOLLOWING CONDITIONS, VIOLATIONS OF WHICH SHALL BE GROUNDS FOR RESCINDING OR REVOKING THE PERMISSION GRANTED.**

1. The specified improvements must be located as shown on the plan or diagram or specification attached as an essential element of the permit.
2. Any work performed in an owner's unit or on the common area, including foundation planting beds outside the unit, is subject to all State laws, Municipal ordinances, and Association regulations.
3. If any work, installation, or improvement, whether approved or unapproved, causes any damage to any Unit, the General Common Elements, or Limited Common Elements, the Unit Owner(s) associated with **the work improvement shall be solely responsible for the same. By installation of any improvement**, whether approved or unapproved, the Unit Owner(s) agree, for themselves and for their successors and assigns, to indemnify, defend and, hold the Association harmless with respect to any claim, damage or any injury to any person or thing related to the improvement and/or the installation, modification, maintenance, use or removal of the improvement.
4. By the execution and acceptance of this permit and its terms and conditions the owner understands that the installation, when completed, and then forming a part of the Common area, will not be insured by the Leisure Village West Association against, any loss or for any Indemnification.
5. The owner acknowledges that the responsibility to repair and maintain said improvement rests solely with the owner and does not and will not be the responsibility of the Leisure Village West Association.
6. All work will be subject to inspection by Leisure Village West Association. The owner together with the contractor or workman will be responsible for any deviations from the approved permit and will be required to make any necessary corrections at the owner's expense.
7. The inspection is for the sole purpose of verifying the owner's compliance with the plans, diagram and/or specifications and is not intended to warrant the quality, correctness or compliance with contracts or codes of any work performed. The Association accepts no liability should the installation be improperly installed or if the installation causes damage to the unit, another unit, or the common elements.
8. Work improvements cannot be performed without approved permits from Leisure Village West Association and proper permits if required for Building, Electrical, Plumbing, etc. from Manchester Township Bureau of Inspections or County and be in compliance with all State laws and municipal ordinances.
9. For the protection of the owner and the Leisure Village West Association, the services must be performed by a licensed contractor with proper insurance coverage, unless otherwise indicated with the Specification.

**OWNER - Please keep this for your records**

(T&C) Board Approved: March 6, 2024