

Driveway and Other Concrete Repair and Replacement Policy

Purpose:

To define, as clearly as possible the normal routine repair and maintenance responsibilities of the Association and of all other parties as listed in the Whispering Meadows Covenants, By-laws and the latest approved Board Policy 505; to establish clear communications among all parties concerning these responsibilities, in order to protect the safety, property value, integrity, peace of mind, and harmony of the entire community; and to establish a fair and equitable process of funding.

Policy:

Curbs and Sidewalks:

The Association shall bear the entire cost of these repairs or replacements.

Driveways:

The Maintenance Committee or its designee shall conduct an inspection of all driveways annually and make a recommendation to the Board if and when repairs or replacements are necessary, as well as the priority to which each driveway is given. If the driveway is deemed to be hazardous, the repair/replacement will be an equally shared cost between the Owner and the Association. The Owner will be informed as to the Committee's decision, and provided with an estimated cost.

If the Owner wishes to waive the priority given to his/her driveway and is willing to bear the entire cost, they may do so by completing a Request Form and submitting it to the Maintenance Committee or its designee. In these cases, the Association shall contract and oversee the project. Owners shall not contract such repairs or replacement on their own.

The Board will determine, through the Finance Committee, whether funding shall be a regular budgeted item for the entire Association, and/or if a special assessment to the Owner of the Lot associated with the driveway is involved.

Due to the expense of driveway repair or replacement, each Owner will be requested to share in the cost of driveway repair or replacement, with the Association, in an equal amount, with fifty percent of the funding coming from the Association's budget and fifty percent coming directly from the Owner upon completion of said repair or replacement. The repair or replacement could include all or part of the driveway. A repair could be mud-jacking all or part of the driveway.

The Owner will be informed as to the Committee's decision, and provided with an estimated cost. The Owner shall write a formal request, using the Association's current Request Form, and deliver it to the Maintenance Review Committee before any work is initiated.

When the Maintenance Review Committee deems the condition of the concrete to have become hazardous, the repair/replacement will be an equally shared cost between the Owner and the Association.

Priority may be waived if the Owner makes a request for repair or replacement, and is willing to bear the entire cost. In these cases, the Association shall contract and oversee the project for the Owner. Owners shall not contract repairs or replacement on their own.

All driveways, repaired or replaced, shall have gutter downspouts modified or moved where necessary and practical, to redirect drain water away from the driveway, to reduce concrete erosion and staining. The cost of this modification shall be at the Owner's expense, and made before driveway repairs or replacement are started.

Consideration to be used in prioritizing these repairs/replacements are as follows, but are not limited to:

Limited funding

Degree of hazard to the public

The different lengths and widths of the driveways in question

Whether the entire driveway is in need of repair or replacement

Whether the Owner is willing to share in the replacement costs

Wishes of the Owner to extend the project to include additional areas or extension of the project for aesthetic or other legitimate reasons at Owner's sole expense

Condition of the curb and gutter in front of the driveway

All state-of-the-art sealing and coating materials may be applied by the Owner, with the approval of the Maintenance Committee, as stated in the latest approved Board Policy 505.

Entryway, porch or patio:

These are the responsibility of the owner. Any repair/replacement must comply with this Board Policy.

NOTE: At the Annual Meeting in 2009, the first sentence in Paragraph 4, under the subheading "Driveways," was approved by a 75% majority of the ballots cast by the Owners.

Approved by the Board of Directors June 16, 2008

Revised and Approved by the Board of Directors November 16, 2009; June 17, 2013

Addendum Added January 20, 2014; Revised August 17, 2020

Policy and Addendum Revised and Approved November 16, 2015; April 18, 2016; March 16, 2020; and November 20, 2023

Addendum to Board Policy No. 507-1123

Whispering Meadows Concrete Replacement Specifications and Bid Sheet/Contract

To all persons bidding on requested concrete work the following specifications and requirements shall be included in your bid submission:

1. Attach a copy proof of your license and insurance.
2. Removal and disposal of all designated concrete (see attached list).
3. Provide a minimum of a 2 inch bed of compacted gravel under all new concrete.
4. All new concrete shall be a minimum of 4 inches thick unless otherwise instructed.
5. #4 rebar on 2 foot centers shall be used in all new concrete.
6. All existing concrete shall be pinned to new abutted concrete, exceptions will be driveways to curbing.
7. Expansion material will be used where needed, and all driveways and sidewalks will be saw cut appropriately to control future cracking.
8. All driveways, sidewalks, and curbing concrete will be 4000 to 5000 PSI.
9. All driveways and sidewalks will be finished with the brushed textured finish.
10. Apply a curing agent when finished.
11. Concrete will be the best recommended mix agreed to by the contractor and Maintenance Committee.
12. If poured in cold weather a cold weather additive will be added.
13. Removal and disposal of all forms used.
14. Clean up and repair of site to include grass, concrete, or asphalt areas next to the new concrete.

Payment is made after all work is complete and inspected by the WMHOA Maintenance Committee or its designee.

When this bid sheet and attachments are signed by the WMHOA President and the contractor, the work shall start within 45 days.

Agreed to and signed this _____ day of _____ 20_____

WMHOA President

Authorized Company Signature

Company Name

Address	Driveways	Sidewalks	Square feet	Per Square foot	Curbs	lineal feet	Per lineal foot
Davidson							
44th							
44 th T							
Clubhouse							
Atherton							
43 rd T							
44th							
Totals							
TOTAL Cost							