

DRAFT

APPROVAL DRAFT

**SOMERSET ESTATES HOMEOWNERS ASSOCIATION, INC.
LOT EASEMENT POLICY**

Adopted DATE

The following policy has been adopted by Somerset Estates Homeowners Association, Inc. ("Association") pursuant to Section 3.4.4(1) of the Consolidated, Amended and Restated Declaration for Somerset Estates ("Declaration"), recorded on August 14, 2018, at a regular meeting of the Executive Board ("Board").

Purpose: To clarify responsibility for the maintenance of landscaping and other improvements including on easements within Lots, such as signage and associated landscaping, fencing, walls, pedestrian pathways, and ponds. These improvements are for the benefit of the subdivision as a whole, and the continued maintenance of such is deemed by the Board to be desirable for the benefit of the Community and Owners. Another purpose is to clarify the requirements for drainage and utility easements.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Lot Easement Policy:

1. Street Monument Signage and Landscaping. The Association shall maintain the street signage monuments located in Signage and Landscaping Easements on these Lots: Block 1, Lots 1, 7, 8, 15, 16, 17, 18, and 23; Block 2, Lots 1, 3, 4, 8, 9, and 12; Block 3, Lots 1, 6, 7, and 12; Block 4, Lots 1, 11, 12, and 22; and Block 5, Lots 1, 8, 9, and 13. The Association has the right, but not the obligation, to modify, remove, and/or replace the monuments at its sole discretion. The Association shall maintain and irrigate the grass and unplanted rock beds in front of the monuments and the spruce trees on either side of the monuments that were installed by the developer, with the exception that the Owners will maintain and irrigate the grass and other landscaping in front of the monuments on these Lots: Block 4, Lots 11 and 12 and Block 5, Lots 1, 8, 9 and 13. The Association has the right, but not the obligation, to modify, remove, and/or replace the original landscape elements (including the trees). An Owner will be informed prior to major work being done within an easement on such Owner's Lot. Additional landscape elements in any part of the easements require approval by the Architectural Control Committee and must be maintained and irrigated by the Owner in a neat and harmonious manner that provides full access to and visibility of the monument as specified in the Architectural and Landscaping Standards.

2. Perimeter Fencing. The Association shall maintain the wood perimeter fencing on all common properties and on the border of Owner property and public areas such as pathways, open space and common properties and the fencing along Somerset Drive and Longview Drive, with the exception that Owners are responsible for keeping the fences on the border of his/her property clear of vegetation and repairing fences that are damaged by landscaping (vegetation, rocks, etc.), pets, children, guests or other agents under the Owner's control. Any repair done by an Owner must meet the same standards as repairs by the Association; as an alternative, the Association has the right, but not the obligation, to clear vegetation and repair fences that have been damaged by Owners and charge the associated expenses to the Owner as a Specific Assessment. The Association has the right, in its sole discretion, to stain, treat, repair and/or replace perimeter fencing. Fences located between neighboring Owners' properties or on a single Lot (e.g., side fences between Lots, fences from the side border to the house, etc.) and all metal fencing are the responsibility of the Owner(s).

3. Rock and Stone Walls. The Association shall maintain the drystack rock wall on the southwest border of Block 5, Lot 4 and Block 4, Lot 8 and a path maintained by Boulder County. The Association shall maintain the stone walls on the border of Block 5, Lots 1, 8, 9, 13, 14, and 15 and Somerset Drive. For all of these walls, the Owners are responsible for keeping the walls clear of vegetation and repairing walls that are damaged by landscaping, pets, children, guests or other agents under the Owner's control. Any repair done by an Owner must meet the same standards as repairs by the Association; as an alternative, the Association has the right, but not the obligation, to clear vegetation and repair walls that have been damaged by Owners and charge the associated expenses to the Owner as a Specific Assessment. The Association has the right, in its sole discretion, to repair and/or replace rock and stone walls.

DRAFT

4. Pedestrian Pathways. The Association shall maintain the easements for open space access paths or walkways, except that Owners adjacent to such paths or walkways are required to trim trees and vegetation so as to not impede walkway usage, and such that there is not overhead overlap.

5. Ponds. The Association has sole authority to repair, maintain, modify, and/or remove the ponds located on the Common Areas, specifically Outlot C (ponds 8, 9, 10, and 11) and Outlot D (ponds 2 and 3), in keeping with applicable law, regulations, and agreements. Owners whose Lots are adjacent to these Outlots have no special rights with regard to these ponds. The Association shall repair and maintain ponds 4, 5, 6, and 7 located within the Drainage, Utility, and Landscape Easements located on Block 4, Lots 8, 9, 10, and 11, and Block 5, Lots 1, 2, 3, and 4, including keeping the water free of weeds and other vegetation that might inhibit water movement. The Association will cause pond 7 to remain reasonably full and the water therein to reasonably circulate to comply with Lot Covenants Record #1931444 and 1944460, and as needed to maintain the Association irrigation system. As such, the Association, and its agents, has an easement over and across a sufficient portion of each Lot to the extent reasonably necessary for such repair and maintenance. The Association reserves the right to modify these ponds as necessary to comply with applicable law, regulations, and agreements. The Owners of these Lots are responsible for the landscaping and irrigation adjacent to the boundary of the ponds, although the Association shall at its expense repair any damage to the landscaping and irrigation in the easement portion of the Lot resulting from the repair and maintenance of the ponds.

6. Drainage and Utility Easements. As per paragraph 9.5 of the Declaration, easements for the installation and maintenance of utilities, drainage facilities, public or private improvements and access thereto are reserved as shown on the Plats, including a Drainage and Utility Easement around the entire perimeter of each Lot, of at least 10 feet, and in some cases, more than 10 feet wide. No Improvements shall be placed or permitted to remain on any Lot nor shall any change in grading be permitted to exist which may change the direction of flow or obstruct or retard the flow of water through channels or swales within any such drainage easement. The Association has the authority to require the removal of Improvements, including vegetation, whether intentional or naturally occurring, that could change and impede the flow of water in these easements. Proof of such impediment is not required for the Association to require removal. The Association has the right, but not the obligation, to remove such Improvements and charge the associated expenses to the Owner as a Specific Assessment.

7. Miscellaneous. Failure by the Association to enforce any provision of this Policy shall in no event be deemed to be a waiver of the right to do so thereafter.

8. Severability. If a provision of this Policy is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provisions of this Policy.

Somerset Estates Homeowners Association, Inc.

By: _____
Marc Arnold, President

This Lot Easement Policy were adopted by the Executive Board on the day of, 2020, effective the day of, 2020 and is attested to by the Secretary of the Somerset Estates Homeowners Association, Inc.

By: _____
Paula Hemenway, Secretary