

# SOMERSET ESTATES HOMEOWNERS ASSOCIATION, INC.

## LOT EASEMENT POLICY

Adopted February 25, 2020 – Rev 1 Adopted November 15, 2022

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 on easements within Lots, such as Signage & Landscape Easements; Drainage, Utility, & Pedestrian Easements; Drainage, Utility & Landscape Easements; and Drainage & Utility Easements, as well as improvements identified as the responsibility of the Association in the Declaration. Attached are copies of the plats showing the easements and Block and Lot numbers referred to in the Policy. Per paragraph 4.3 of the Declaration, Owners are generally responsible for the maintenance, repair and replacement of Improvements located on their Lots, including within easements. In certain situations, identified below, the Executive Board has determined that an Improvement is the responsibility of the Association because the Improvement is located in a recorded easement for that purpose or otherwise described in the Declaration as Association responsibility. Per paragraph 4.1 of the Declaration, all Improvements located in Common Areas are also the responsibility of the Association.

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

1. Street Monument Signage and Landscaping. The Association shall maintain the street signage monuments located in Signage & 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 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. Notwithstanding the foregoing, Owners who previously installed their own landscaping and/or irrigation systems around certain monuments shall be responsible for maintaining and irrigating the grass and other landscaping in front of the monuments on such Lots, specifically: Block 3, Lot 12; 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 by any Owner require approval by the Architectural Control Committee (ACC) 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 and must not interfere with the easement.

2. Fencing. The Association shall maintain the wood fencing on all common properties, including along the sidewalks on Outlot G and on the easement (Reception #1247289) on the south perimeter of Lots 22 and 23, Block 1, that are to be maintained as common property, (the "Common Property Fencing") and the fencing along Somerset Drive and Longview Drive (the "Somerset/Longview Fencing"), 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. The Association has the right, in its sole discretion, to maintain (which includes, but is not limited to, staining, treating, and repairing), modify, remove and/or replace the Common Property Fencing and the Somerset/Longview Fencing. Any repairs to the Somerset/Longview Fencing 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. All other fences (whether fabricated from wood, metal or other materials) located on Lots (the "Lot Fencing"), such as fences between neighboring Owners' properties or on a single Lot (e.g., side and back fences, fences from the side border to the house, fences adjacent to the Boulder County open space, etc.) are the responsibility of the Owner(s). Owners shall maintain the Lot Fencing in accordance with the Architectural and Landscaping Standards, and may modify, remove or and/or replace the Lot Fencing, so long as any such

modifications, removals or replacements are approved by the ACC in accordance with the Architectural and Landscaping Standards.

3. Rock and Stone Walls. There are no easements in the plats or Declaration concerning rock or stone walls, and they are not common elements under the Declaration. Owners are therefore responsible for maintaining any rock and stone walls constructed within Lots, regardless of who may have built such rock or stone walls originally. Owners shall maintain rock and stone walls in accordance with the Architectural and Landscaping Standards, and may modify, remove or and/or replace the walls, so long as any such modifications, removals or replacements are approved by the ACC in accordance with the Architectural and Landscaping Standards.

4. Pedestrian Pathways. The Association shall maintain open space access paths or walkways within easements for that purpose. 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 or other encroachment into the easement areas.

5. Ponds. The developers of Somerset Estates installed several ponds for the primary purpose of providing irrigation water in the neighborhood. These ponds may also help to control drainage and can be visually attractive. Some of the ponds are located on common property, and some are located on private property. The Association's operation and use of such ponds is subject to water law and other applicable laws and regulations, and the Association reserves the right to modify and/or remove any ponds as necessary to comply with applicable law and regulations or otherwise in the exercise of its prudent judgment on behalf of the Association. Recreational use of any pond located within Somerset Estates (swimming, boating, paddle boarding, fishing, pet swimming, etc.) is prohibited and shall be considered a violation of the Declaration, law, and as a threat to public health and safety.

The Association owns the ponds on Outlot C (ponds 8, 9, 10, and 11) and Outlot D (ponds 2 and 3) (collectively, the "Common Property Ponds"), and has the sole authority to repair and maintain the Common Property Ponds, subject to and in keeping with applicable law and regulations. Owners, including those Owners whose Lots are adjacent to Outlots C and D, have no special rights to the Common Property Ponds.

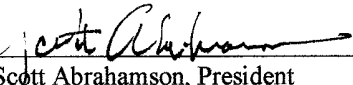
The Association also has the sole authority to repair and maintain ponds 4, 5, 6, and 7 (the "Easement Ponds") located on private property within the Drainage, Utility, & Landscape Easements located on Block 4, Lots 8, 9, 10, and 11, and Block 5, Lots 1, 2, 3, and 4, subject to and in keeping with applicable law and regulations. The Association has an easement over and across a sufficient portion of each Lot on which the Easement Ponds are located in order to repair and maintain the Easement Ponds. The Association owns the elements of engineering associated with the Easement Ponds (liners, pumps, pipes, valves, electrical elements, etc.), and the water therein. The Owners of Lots on which the Easement Ponds are located are responsible for the landscaping and irrigation adjacent to the boundaries of the Easement Ponds, and must control all vegetation adjacent to these ponds such that no vegetation grows into the ponds from the boundaries or under the pond liners. To maintain the Easement Ponds, the Association has the right, but not the obligation, to clear vegetation and repair pond liners that have been damaged by Owner's vegetation and charge the associated expenses to the Owners of such Lots as Specific Assessments. The Association shall, at its expense, repair any damage to the landscaping and irrigation in the easement portion of such Lot resulting from the Association's repair and maintenance of the Easement 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 & 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 intentionally placed or naturally occurring, that could, in the opinion of the Board, 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 any such Improvements and charge the associated expenses to the Owner as a Specific Assessment.

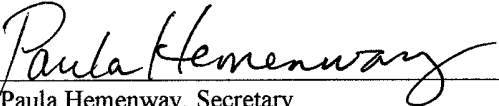
7. Miscellaneous. Failure by the Association to enforce any provision of this Policy shall in no event be deemed to be a waiver of the right to do so thereafter.

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.

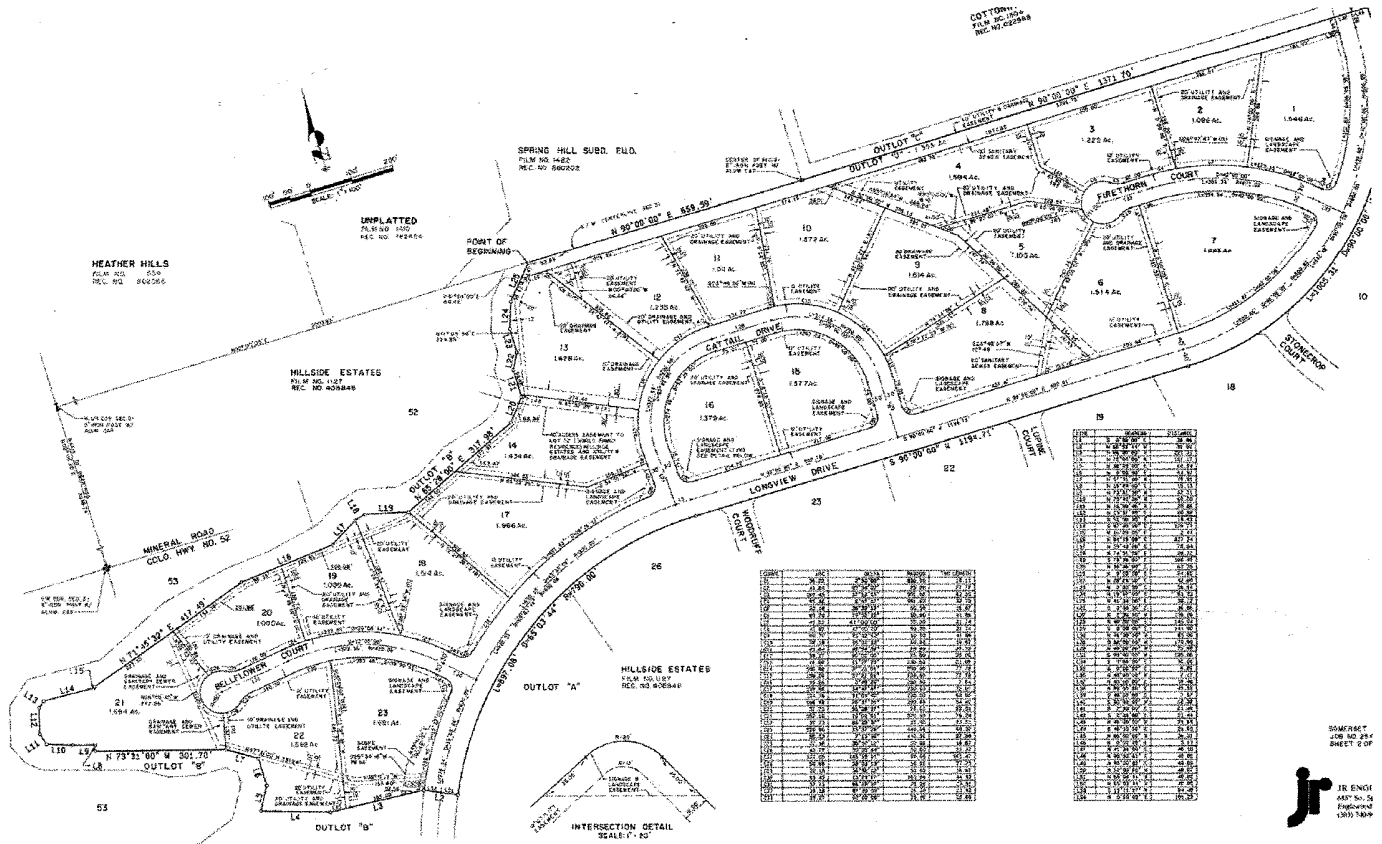
By:   
Scott Abrahamson, President

This Lot Easement Policy was amended by the Executive Board on the 15<sup>th</sup> day of November, 2022, effective immediately and is attested to by the Secretary of the Somerset Estates Homeowners Association, Inc.

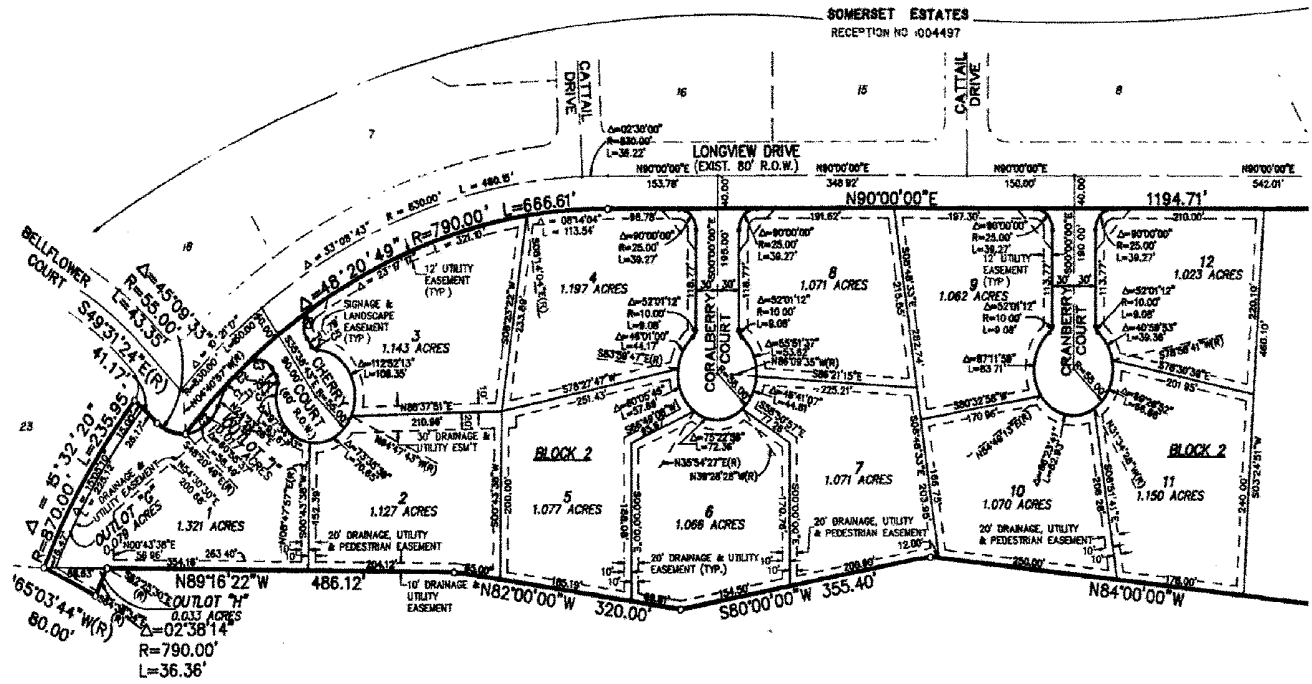
By:   
Paula Hemenway, Secretary

# Plats Showing Blocks and Lots with Easements Referred to in Policy

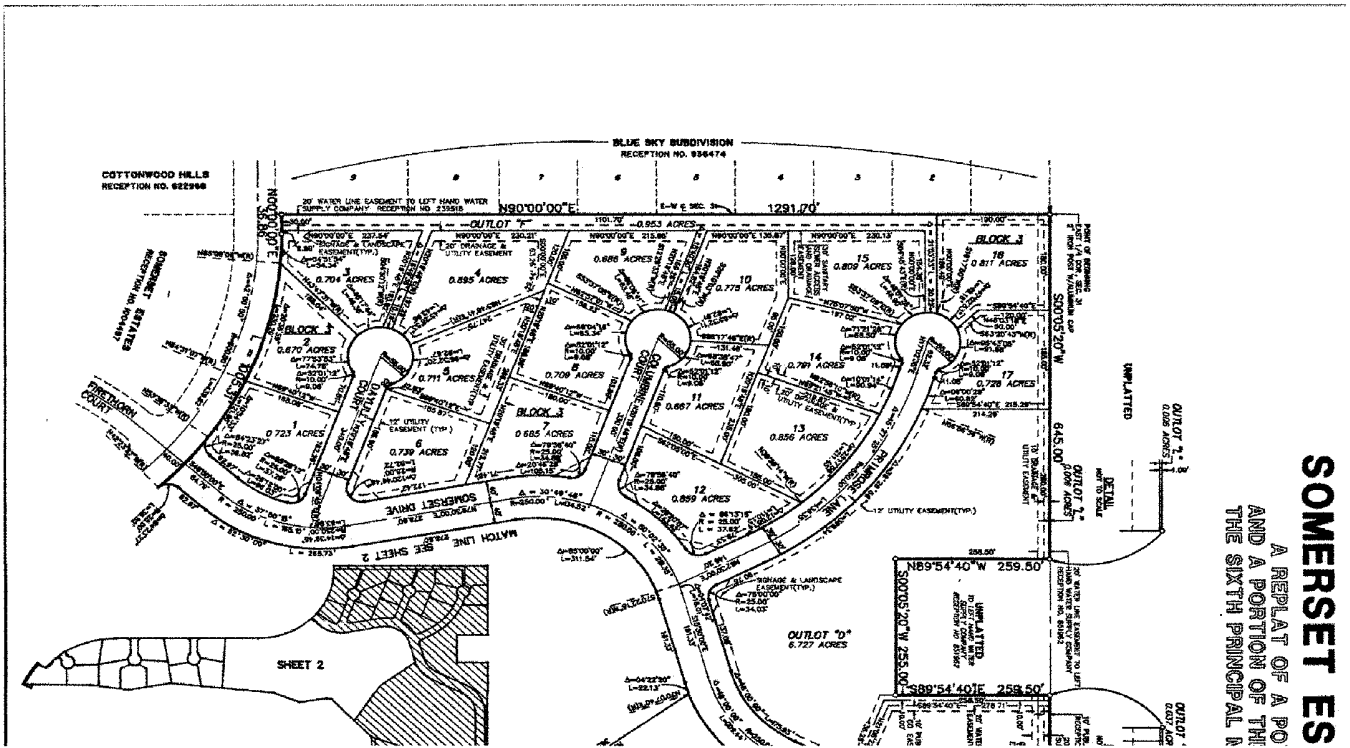
## Block 1



## Block 2



## Block 3



**SOMERSET ES**  
A REPLAT OF A PO  
AND A PORTION OF THE  
SIXTH PRINCIPAL R

SCALE: 1"=100'

SOMERSET ESTATES  
RECEPTION NO. 1004497

LONGVIEW DRIVE

STRAWBERRY LANE

OUTLOT "D"

BLOCK 5  
15 LOTS  
(8 LOTS SUBJECT TO HEIGHT RESTRICTION)  
14.648 ACS.

## SEHOA LOT EASEMENT POLICY

