

The purpose of this communication is to establish an understanding of the meaning of certain provisions of the Association Covenants as follows:

- Article I, Definitions

Item (f) states **“Easements” shall mean the easements shown on the plat of subdivision of Fox Meadows West, and such other easements as may be granted to or by the Developer to the Association.”**

While the Association Board has only located one landscape easement officially filed with the County, conversations with the developer lead us to understand the developer’s intent. Such intent was to create landscape easements/areas at the south entrance off of Interlacken and three landscape easements/areas at the north intersection of Interlacken and Greenbriar. As such, the Association Board has deemed these areas to constitute easements granted by the Developer to the Association.

- Article III, Common Areas Property Rights

This provision states **“The Association shall landscape and maintain the landscape easement area, not limited to a subdivision entrance sign, lighting, any fence any irrigation or sprinkler system, the cost of equipment, the cost of utilities to operate the foregoing, the cost of insurance on all the foregoing, and in general, landscaping items to beautify the landscaping easement area, each in the manner if at all determined to be appropriate from time to time by the Board.”**

Based on the understanding of the definition of “Easements” as noted above, the Board historically has maintained these identified areas. Funding for maintenance has come primarily from our Operating Account. Funding for more substantial, long-term improvements may be supplemented by our Capital Improvement Account upon prior approval by the Board.

- Article VI, Maintenance by and Services of the Association

Section 1 of this Article states **“The Association, subject to the provisions of this Declaration and the By-Laws of the Association, shall maintain and keep in good repair the Area of Common Responsibility, which responsibility shall be deemed to include by example and not by limitation: (a) maintenance, repair and replacement of all Common Areas and Common Area Equipment and facilities**

thereon, including park areas, landscaping, utility lines, pipes, fences, wires and conduits, not dedicated to any public authority, (b) furnish and provide the necessary maintenance and repair service for any drainage facility, pipe or pond serving the Properties and the improvements situated thereon.”

Accordingly, the Association includes in its annual operating budget funds it deems reasonable to maintain the landscape areas in a condition befitting the values of the neighborhood and Association. Major repairs or replacements may be made with Capital Improvement funds upon approval of the Board.

- Article VIII, General Restrictions

Section 23, Maintenance of Pond Perimeter and Drainageway, of this Article states **“Each lot owner with lots fronting on the retention pond shall maintain the area of ground between their rear lot line and the pond edge, defined by an extension of their side yard lines to the edge of the pond.**

The Association elected to surround the pond with rip rap to minimize the effect of shoreline erosion with the additional benefit of creating a more aesthetically pleasing visual impact. This action effectively established the pond edge as the top border of the rip rap.