

**EXETER PLACE ASSOCIATION
BOARD OF DIRECTOR'S UNDERSTANDING OF GOVERNING DOCUMENTS**

PREFACE

Exeter Place was officially created in 1974, establishing our governing document, known as the Covenants, Conditions, and Restrictions (CC&Rs). The Exeter Place Association (HOA) Board of Directors are charged with fairly and reasonably enforcing our CC&R's within Federal, State, and local laws, which themselves, change each year.

Over the past many years, there have been several revisions to the CC&Rs governing Exeter Place. Amendments 1 & 2 are primarily ownership transfers between builders. Amendment 3 (filed in 1977) has significant overlays to the original CC&Rs, causing confusion for many Board of Directors and homeowners.

This document has been created to assist the current and future Boards in understanding the CC&Rs and establishing, a level of consistency in interpretation, from which our Rules & Regulations can be established for the community.

The Board, per our CC&Rs, may modify this understanding from time-to-time as it deems necessary.

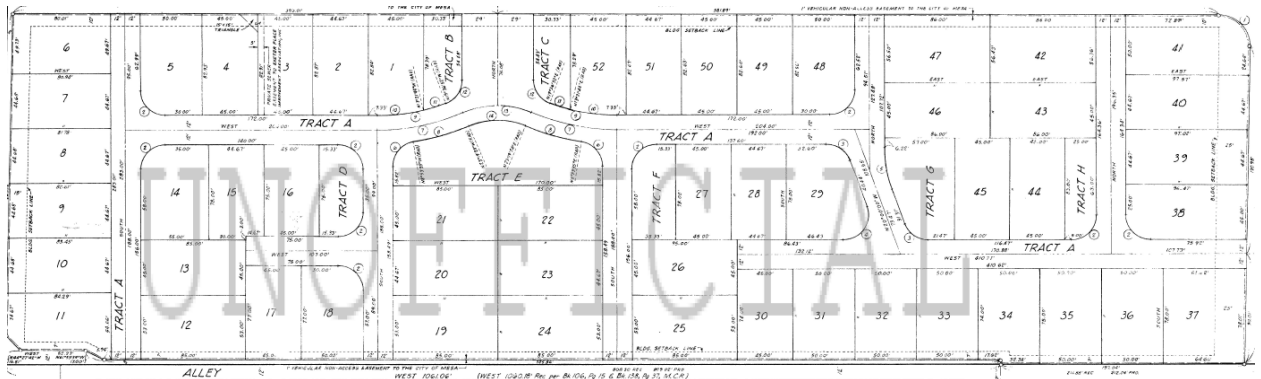
DEFINITIONS

COMMON AREA – Refers to the land tracts (parcels) per our plat that the Exeter Place Association owns per the County records.

LOT – Refers to the 'lot' as defined in our official property Plat and property parcels registered with the Maricopa County Arizona Assessor's Office. Each lot is owned by a homeowner per the County records. The Association holds the deeds to the common area parcels (tracts).

UNIT – Refers to the building located within a lot.

EXETER PLACE PLAT



Source: <https://recorder.maricopa.gov/PlatPdf/174PLAT081.pdf>

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EXETER PLACE BYLAWS

BOARD OF DIRECTORS – The Board of Directors currently consists of five positions. Each position serves a three-year term. The position terms are staggered. Should a Director resign or be removed prior to completion of their term, the Board may appoint a replacement to serve out the remaining term for that position.

WHAT A HOMEOWNER OWNS AND IS RESPONSIBLE FOR

Each lot (parcel) is wholly owned by the homeowner of record with the Maricopa County Assessor's Office per our plat (parcel map).

The HOA deems each homeowner's property to start from the outside of the white street curbing, where the lot yard abuts to the curb. All structures on the lot are considered to be part of the unit, including sidewalks, pony walls, driveways, and fences. Outside walls on a lot that abut next to a common area tract are deemed to be fully part of the unit (i.e., not a shared party wall).

The HOA does not own any portion of a lot or any structure on a lot. Even if a survey from the original plat may show that a wall may be encroaching onto a common area tract, the HOA deems that portion of the common area tract to be fully possessed and part of the homeowner's lot per State of Arizona statutes, as all units have been in place as is for more than 20 years.

Each homeowner is responsible for maintenance of all structures and landscaping on their lot in accordance with HOA Design Guidelines, Rules and Regulations, except for services provided by the HOA.

Each homeowner must carry liability insurance that covers their entire lot. The HOA does not provide any insurance coverage outside of the common areas. Each homeowner may not do anything on their lot that would increase the insurance liability of the HOA.

WHAT THE ASSOCIATION (HOA) OWNS AND IS RESPONSIBLE FOR

Per our plat, the Exeter Place Association is deeded common area tracts (parcels) noted as follows:

Tract "A" - All the property, roads, walks, gutters, lighting, signs, guest parking areas, perimeter fences, entry paving and area drains.

Tract "B" - Landscaped entry areas and fence with lights and signs.

Tract "C" - Landscaped entry areas and fence with lights and signs.

Tract "B" - Landscaped parking areas including bumpers, stripping, and lights.

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Tract "E" - Landscaped recreational area including Ramada, swimming pool, barbeque, fountain, fences, walls and lights. Note, the barbeque and fountain have been removed.

Tract "F" - Landscaped parking area including bumpers, stripping and lights.

Tract "G" - Landscaped play area including area drains and lighting.

Tract "H" - Landscaped parking area including bumpers, stripping and lights

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Each homeowner has a 1/52nd interest in the common areas, managed by the Board of Directors, and contribute as such to their maintenance, through the monthly HOA assessment.

The HOA Board is responsible for contracting with various vendors to manage and maintain the common areas, including liability insurance coverage (common areas only).

The HOA Board is responsible for establishing fair and reasonable guidelines, rules, and regulations to enforce compliance to the CC&Rs.

Landscaping of Common Areas and Front Areas of Each Homeowner Lot Front Area

In addition to maintenance upon the common areas, the Association shall maintain any plantings on any lot outside the unit located on such lot (but not including plantings within the patio areas). The Association shall also provide and pay for water furnished to the lots, units and common areas through one or more master meters. The Association shall have an easement across every lot for the limited purposes of watering, planting, cutting, removing and otherwise caring for the landscaping.

The HOA deems the patio area to start at the outside pony walls and entry fences located on the lot. These structures are not maintained by the HOA and are the responsibility of the homeowner to maintain per HOA Design Guidelines, Rules and Regulations.

All irrigation systems on each lot providing water to the front area plantings, including plantings maintained by the HOA, are deemed part of the homeowner's property. As part of the general landscaping contract covering the common areas and lot front areas, the HOA will make minor irrigation repairs, such as replacing irrigation drip lines to the plantings it maintains. Major irrigation breaks and repairs that are deemed to be caused by homeowner neglect, may be charged back to the homeowner, if made by the HOA. There are several irrigation systems that are shared across multiple lots. The HOA will deal with these on a special basis as issues arise.

The HOA landscaping contract does not provide for pick-up or disposal of landscaping debris or other trash. It is the responsibility of the homeowner to properly dispose of these items.

The Board does not need approval from the homeowners to undertake landscaping projects that may change grass areas, add gravel, install curbing, remove trees, and the like. Should the Board want to add new physical structures or equipment in the common areas, such as a playset costing over \$500, then two-thirds approval is needed from the homeowners for the purchase. Replacement of existing worn equipment (e.g., pool chairs, tables, etc.) with similar is deemed a normal HOA maintenance activity, as it does not increase HOA owned assets or liabilities thereof.

Landscaping of Areas Outside of the Perimeter Walls / Alley Ways

The HOA provides water to the plantings outside of the perimeter walls along the street sides, along with landscaping services to the plantings. The City of Mesa takes care of the trees located outside the perimeter walls. The HOA contracts to have the back alley ways cleaned as needed per HOA management inspections.

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Maintenance of the Perimeter Walls Surrounding the Exeter Place Property

The CC&Rs make no mention as to the perimeter walls that surround the community. The HOA will maintain the exterior portion (facing the streets and alley ways) of the perimeter walls as part of common area maintenance.

The HOA may charge a homeowner for repair of a perimeter wall, if it is deemed to be caused by neglect or other adverse activity resulting in damage.

What the HOA may be able to repair may be limited by insurance coverage and available funding. Should there be a major issue that arises with the perimeter walls that requires significant costs, then HOA may impose a special assessment to the homeowners.