

Settlers' Crossing Community Update

Greetings Homeowners

We are just over a month into 2018 and things are already moving fast. We are pleased to announce that we have rebid our lawn care contract and after careful consideration, we have secured a contract with a new lawn care company that we feel will provide us with better service & improved grounds while taking into consideration our current budget. As you have probably seen, we are continuing to prepare for our new playground. The old playground has been removed at a significant cost savings to the HOA, and we will begin having playground committee meetings soon to work on the details. We also want to let everyone know that the HOA board will be posting our monthly financial statement as well as our monthly board meeting minutes on our page at www.Neighborhoodsplus.com, click on Edmond, and then on Settlers Crossing. This is your community, and we want everyone to be kept up to date with the most important details of Settlers' Crossing Community. This information can also be found from the link from our newly updated community site at www.settlerscrossingcommunity.com. Lastly, we want to take this time to provide all homeowners with clarification on the covenants as they relate to the fencing requirements (including those that back up to common areas and greenbelts), how the HOA board is going to bring all current fences into compliance, and remind homeowners on how any fence modification must receive board approval before the work can be done.

After extensive review of the CCR's for Settlers' Crossing, found on our community website as well as our page at Neighborhoods Plus, we find these CCR's do not contain language in the original declaration or in the amendments to the original declaration that requires the HOA board to budget money, maintain, repair and or replace fences. The HOA is required to maintain, repair, or replace permanent structures that are brick and mortar in nature, e.g. the pillars and the stone/brick walls erected at the Pennsylvania entrance of Settlers' Crossing. Therefore, all wooden fences are the property of the homeowners throughout Settlers' Crossing and are to be maintained, repaired, and/or replaced by the homeowner, not by the HOA. This clarification is based off the current CCR's as well as the vote that took place at our 2016 annual meeting, wherefore the voting members who were present and those represented by the proxy votes received, voted to decline the opportunity to have the HOA "Pay Full" or "Half" of fence replacement that shared a border with a common area or greenbelt.

Please review the CCR Fence Chart on the backside of this newsletter. This chart will provide you with the current CCR fence requirements for every sub-division in Settlers' Crossing Community. If you currently have a fence that is in violation of these requirements, you need to fill out the "Fence Modification Application" that is included in this mailing and submit to the HOA board by April 1, 2018. This form is also on our community website at www.settlerscrossingcommunity.com. Please submit this form by mailing to SettlersCrossingHOA@gmail.com or by USPS to the address at the bottom of this newsletter. If you have been granted an exception in the past by the HOA, you can provide a copy of that document or simply fill out a new form. These forms will be reviewed, and an electronic database created. These fences currently in violation will receive approval and be grandfathered in. The HOA will require that any existing fence violation existing due to height next to a brick/mortar pillar or any other fence of lower height, be tapered to match the requirement shown on the "Fence Modification Application" before being grandfathered in. All fencing modifications will require a "Fence Modification Application" be submitted to the HOA and approved before construction can begin. The HOA board will review these applications in a consistent and timely manner as per the CCR's. The decision of the HOA board is final. Any fence violation or any other CCR violation after April 1, 2018 that does not have a submitted and approved Fence or Architectural application with the HOA board will be in violation of the Settlers' Crossing Community CCR's and Amendments and will be dealt with according to those guidelines laid out in the Bylaws and CCR's as well as OK State law. This could include up to and including fines as well as a foreclosable lien being placed on the property. This process also includes dues that are past due and no effort to resolve that past due balance exists as well as all other CCR violations.

Please feel free to send any questions or requests for further clarification on these or any other Settlers' Crossing Community Bylaws or CCR's to SettlersCrossingHOA@gmail.com

Settlers' Crossing HOA
C/O NeighborHoods Plus
1326 Fretz Dr.
Edmond, OK 73003

This chart is not meant to be all encompassing. It is intended to be used as a reference. Please see the original CCR document found at www.settlerscrossingcommunity.com or contact the HOA Board at settlerscrossingHOA@gmail.com with questions. Declarant in this article refers to the HOA Board.

ARTICLE IX - Architecture, Size, Material, Fencing, and General Restrictions. Section 6 - Fencing

All Fencing must be approved by Declarant in advance of its installation. This includes but is not limited to:

- A. Common Area Fences;
- B. Association Fences;
- C. Adjoining Fences;
- D. Any other fence which will extend beyond the front of any building structure constructed on a lot.

These restrictions may be, but need not be, waived in whole or in part on a case-by-case basis by Declarant, at Declarant's sole discretion. Nothing in these Declarations shall prohibit Declarant from constructing fences and walls as it deems appropriate, in the materials and locations that it in its sole discretion it deems appropriate, to enhance the aesthetic value of the Subdivision.

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| SETTLERS' CROSSING I & SETTLERS' CROSSING NORTH | All fencing that adjoins the Common Areas shall be of a type that does not restrict sight and shall be constructed of the following materials only: wrought iron, split-rail (wood or PVC) or split-rail (wood or PVC) with inside wire mesh, or natural or treated "picket" fence. No fences shall be painted. No chain link fences may be installed anywhere on the Property. Sight-proof fencing may be used around swimming pools placed in Lots that abut the Common Areas, provided that such fencing is at least ten feet (10') from the rear of the Lot line. All fences, sight-proof or not, must be approved in advance by the Declarant. All Adjoining Fences must be set back at least two feet (2') from the front of any home built on a Lot, unless such fence is determined by the Declarant to be an integral part of the building's structure. Fences between Lots (except for Fences adjoining Common Areas) shall be wood stockade fencing which shall be a minimum of five feet (5') in height from the ground and shall be "dog-eared" on its top surface. |
| WESTWIND | Adopt the Settlers' Crossing I Declarations in their totality EXCEPT THAT Fencing shall be amended to include, Declarant shall be responsible for installing a five foot (5') dog eared cedar fence along the rear of the lots abutting common area A in Settlers' Crossing I and Common Area Blocks P, Q, and T in Westwind as well as the rear of lots 1, 2, and 3 in Block One and Lots 1 and 2 and in Block Two in Westwind. Also, the street side of Lot 1, Block Two located on Long Trail shall be fenced as specified above. |
| WESTWIND II | Adopt the Settlers' Crossing I Declarations and Westwind Declarations in their totality EXCEPT THAT Fencing shall be amended to include, Any side lot line fence shall be a wood stockade fence and shall not exceed five feet (5') in height. Any fence on any rear lot line that abuts another lot along the rear lot line shall be a wood stockade fence and shall not exceed five feet (5') in height. Any fence on any lot line that abuts a common area or greenbelt shall be a wood picket fencing with four (4) inch pickets and four (4) inches of air space between said pickets with a maximum height of four (4) feet. Wood fences cannot be painted. |
| WESTWIND III | Adopt the Settlers' Crossing I Declarations and the Westwind and Westwind II Declarations in their totality with NO EXCEPTIONS related to fencing. |
| WESTWIND IV | Adopt the Settlers' Crossing I Declarations and the Westwind and Westwind II and Westwind III Declarations in their totality with NO EXCEPTIONS related to fencing. |
| WESTWIND V | Adopt the Settlers' Crossing I Declarations and the Westwind and Westwind II and Westwind III Declarations in their totality with NO EXCEPTIONS related to fencing. |
| LAKE SHADOWS I | Adopt the Settlers' Crossing I Declarations and the Westwind and Westwind II and Westwind III Declarations in their totality EXCEPT THAT Fencing shall be amended to include, Any side lot line fence shall be a wood stockade fence and shall not exceed five (5) feet in height. Any fence on any rear lot line that abuts another lot along the rear lot line shall be a wood stockade fence and shall not exceed five (5) feet in height. Any fence on any lot line that abuts a common area or greenbelt shall be a wood picket fencing with four (4) inch pickets and four (4) inches of air space between said pickets with a maximum height of four (4) feet. Wood fences cannot be painted. |
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