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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF THURSTON

THERESA J. LOWE, a single woman;  
LOREN J. BOSSHARD and DONNA A.  
BOSSHARD, husband and wife;  
BURLEIGH M. CUBERT and CAROLYN  
R. CUBERT, husband and wife,

Plaintiffs,

vs.

FOXHALL COMMUNITY  
ASSOCIATION, a nonprofit corporation,

Defendants.

No. 17-2-00812-34

**SUPPLEMENTARY DECLARATION  
OF ROSE EILTS OPPOSING  
SUMMARY JUDGMENT**

I, the Rose C. Eilts, do hereby declare:

1. I am over the age of eighteen, competent, and make these declarations based on my personal knowledge.

2. At all times relevant to this lawsuit, the Plaintiff was a member in good standing of the Foxhall Community Association, the homeowners association for the property owned by the Plaintiffs.

3. In 2001, as Chair of the Architectural Control Committee, I contacted Dennis Adams regarding the intent of the developer. A letter was obtained from Dennis Adams, a true and correct copy of which is attached as Exhibit A hereto which states specifically that the

1 covenants were drafted so that residents could use the trails. We felt that it would be reasonable  
2 that a resident could invite a guest to ride the trails with them, but did not feel that the guests  
3 should be riding the trails alone.”

4 I hereby declare, under penalty of perjury, that the above declarations are true and correct  
5 to the best of my knowledge.  
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7 Dated this 12 day of July, 2017 at Olympia, WA.  
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12 Rose C. Eilts, Declarant  
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October 8, 2001

To Whom It May Concern:

After talking to Mike McGee and reviewing the covenants I was asked what our original intent was when we wrote "Tract A...and Tracts H and I... shall be for the benefit of, and be used by, the residents in Foxhall...".

When my Father, Virgil Adams, and I wrote the covenant we wanted the intent to be that the residents could use the trails. We felt that it would be reasonable that a resident could invite a guest to ride the trails with them, but did not feel that the guests should be riding the trails alone.

We felt that if the trails were opened up to others the liability was too great if someone got hurt. Security was also an issue. If you saw one of your neighbors on the trail with the guest it would not be a security issue. And finally, the residents are the ones paying the bill to maintain the trails, not others that might want to use the trails.

But, if it is the wish of the residents that the covenants be changed, the covenants state that can be done with the required number of signatures.

I would recommend that you hire an attorney to modify the covenants if that is your intent, then have them recorded.

Any further questions, please let me know.



Dennis Adams  
Developer and son of  
Virgil Adams, the original  
Developer