

# PINE 43

## TOWNHOME LOT LANDSCAPE MAINTENANCE POLICY

**LANDSCAPE REPAIRS AND REPLACEMENTS ARE THE RESPONSIBILITY OF THE TOWNHOME OWNER. THE FOLLOWING PROCESS WILL BE FOLLOWED FOR SPECIFIC IMPROVEMENTS.**

### **TREES, SHRUBS, PLANTS, TURF/SOD**

Owners should have an open line of communication with HOA management regarding any replacement plans to avoid unnecessary actions or costs.

Any deviation from the approved landscape plan must be submitted to the Pine 43 HOA Architectural Control Committee (ACC) for review and response prior to the replacement planting. **Significant changes from the approved landscape plan will not be considered to keep a consistent aesthetic and maintenance standard and cost for the townhome lots.**

During the builder warranty period: Owners should coordinate with their builder for the exact same species replacement that meets minimum size requirements.

After the warranty period: Owners will be required to replace the plant material at their cost with the same species replacement that meets minimum size requirements. Dead trees or plants shall be replaced within **30 days** with same species unless owner submits to the ACC a change submittal request. Should the Owner desire to perform this work on their own or via a private licensed contractor other than the hired townhome maintenance provider, written notification of such shall be provided to HOA Management upon receipt of any HOA communication regarding the need for a replacement. Barring such HOA notification, HOA management should be notified prior to any replacement plans regardless. Should the Owner not complete the replacement as may be requested by the HOA, the HOA will perform the replacement and bill back to the Owner including coordination fees for the time involved.

**The HOA is not responsible for the health or planting viability of any homeowner provided replacement.** Plant materials installed by the hired townhome maintenance provider will carry a warranty.

Townhome residents may need to provide supplemental hand-watering for new plant materials until they are established. Irrigation controller adjustments will not be made to accommodate new plantings. Should sod require replacement, controller adjustments may be coordinated at an additional cost for labor and coordination.

### **IRRIGATION REPAIRS**

The Master Association will complete irrigation repairs as they arise to avoid unnecessary delay in water restoration. Any associated costs will be invoiced back to the property Owner.

**Backyard/Fenced area access, and irrigation controller access points, must at all times be accessible to HOA contractors for emergency repairs.** If you will not be home and have a locked gate, please unlock your gate so access is open as needed.

### **OPT-OUT REQUESTS**

Owners may opt out of general weekly maintenance in fenced areas by providing HOA management with a written request, however, no assessment credits would be granted. As noted, irrigation access may be necessary within fenced locations and must be accessible to HOA contractors at all times regardless of any opt out request that is granted.

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### **Article VII of the Second Supplement to the Pine 43 HOA CC&Rs states in part:**

The Master Association shall have a permanent easement to enter upon the privately owned property of the Townhome Lots as granted under the CC&Rs.

The Master Association shall mow the lawns, maintain existing landscaping and perform the fall and spring lawn clean-up for each Townhome Lot. The necessity for and timing of any maintenance, repairs and replacements shall be determined solely in the discretion of the board.

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Such lawn maintenance shall NOT include the installation, repair or replacement of any lawns or landscaping, nor shall such maintenance include any irrigation, sprinkler or watering system maintenance as all shall be the responsibility of the Owner of the Townhome Lot.

The Master Association is NOT obligated to perform any such maintenance, repairs or replacements requested or demanded by any Owner in the absence of the determination of necessity having been made therefore by the board.

The Master Association is authorized to adopt rules and regulations relating to the procedures, standards and requirements for the maintenance, repair and replacement obligations under this Section.