

**RESOLUTION OF THE
UNIVERSITY PARK HOMEOWNER'S ASSOCIATION
HIDDEN CANYON LANDSCAPE MAINTENANCE POLICY**

SUBJECT: Adoption of a policy regarding the landscape maintenance provided by the Hidden Canyon Homeowner's Association (HCHOA) for the Lots within the Association.

PURPOSE: To adopt a uniform annual maintenance policy and process to be followed by the maintenance contractor and to more clearly define responsibility for maintenance of irrigation systems, responsibility for plant, shrub and tree replacement, and to provide guidelines for Architectural Control Committee (ACC) approval of landscape modifications which could impact landscape maintenance cost within HCHOA.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association, and Colorado law.

EFFECTIVE DATE: TBD 2023

RESOLUTION: The Association hereby adopts the following policy and procedures to be followed when enforcing the covenants and rules of the Hidden Canyon Homeowner's Association:

1. Landscape Maintenance Contract. The HCHOA will provide a maintenance contractor(s) that will provide landscape maintenance services to the Lots within HCHOA, in accordance with the HCHOA Covenants, Conditions, Restrictions, Charges and Easements (CCRs), Article I, Section 1.7. Specific services will be defined and scheduled in the Contract. In view of the HCHOA landscape maturity, multiple contractors may be required, e.g., arborist for mature trees, general landscaper for lawns and shrubs.
2. Limitation of HCHOA Landscape Services. The HCHOA will provide landscape maintenance services limited to Landscape Items that are in place on the date of this policy's adoption, and those Items that later become one-for-one replacements. Maintenance of any additional landscape Items is the Lot owner's responsibility, UNLESS additional Landscape Items are approved by the UPHOA ACC (see paragraph 8. Below.) Landscape maintenance service will not be provided for annual plants, which are the Lot owner's responsibility.

The HCHOA will provide tree maintenance limited to removal of lower-level limbs that impede or interfere with access to or use of sidewalks and driveways and annual preventative spraying for insects such as ash borer and aphid control on evergreens. Pruning or any other maintenance of trees is the responsibility of the Lot owner.

3. Replacement of Landscape Sod, Plants, Shrubs, and Trees. Except for sod, replacement of dead or diseased landscape Items is the responsibility of the Lot owner. Replacement or repair of dead or diseased lawn, with seed or with sod, is an Association-maintained Item, as defined in HCHOA CCRs Article I, Section 1.7.

For owner-maintained items, as defined in the HCHOA CCRs Article I, Section 1.6, the Landscape Contractor may offer to provide landscape Item replacement service at a cost billed to the Lot owner, subject to the University Park Homeowner's Association (UPHOA) Management Company's agreement to manage and intermediate such billing transactions, as prescribed in the HCHOA CCRs, Article IV, Section 4.3.

Owners who fail to replace dead or diseased landscape Items are subject to the remedies described in the HCHOA CCRs, Article I, Section 1.6.

4. Permissible Landscape Items. UPHOA is recognized as a Firewise Community by Firewise U.S.A, a division of the National Fire Protection Association (NFPA). Therefore:
 - (a) Landscape Items installed in the 15-foot "Safety Zone" surrounding each HCHOA home, following the date of this policy's adoption, are limited to only the items listed in the Fire Wise Plant Materials list, by CSU Extension. The list is available [here](#).
 - (b) In addition to plants on the Fire Wise Plant Materials list, ornamental grasses that do not exceed three feet in mature height may be planted in the Safety Zone.
 - (c) For fire safety, ornamental grasses taller than three feet need to be trimmed prior to winter.
 - (d) The first 5 feet from the home in the 15-foot "Safety Zone" must be non-combustible ground cover.
 - (e) The "Safety Zone" is defined in Colorado Springs City Ordinance 18-50, Appendix K, K102.1 [here](#).
5. Irrigation System Maintenance. The HCHOA will provide irrigation maintenance services only for the system components that comprise the systems in place on the date of this policy's adoption, limited to the following list:
 - (a) Activate and check out irrigation system at the beginning of irrigation season.
 - (b) Clean, repair and adjust sprinkler heads or replace them if defective.
 - (c) Inspect for leaks and repair below-ground branch circuit leaks.
 - (d) Inspect, adjust, repair or replace irrigation timer/programmer.
 - (e) Blow out irrigation system at the end of irrigation season and secure it for winter.

The Lot owner is responsible for the replacement cost for other irrigation system components, such as the backflow valve, pressure regulator or shutoff valve attached to or penetrating the home. The HCHOA Landscape Contractor is not a licensed plumbing or electrical contractor. All irrigation system repairs that require a licensed contractor are the responsibility of the Lot owner.

The Lot owner is responsible for monitoring the operation of their irrigation system and promptly report to the UPHOA Manager any abnormal performance, such as leaks, water running across pavement or sidewalks, or a waterspout in the yard. Neither UPHOA nor HCHOA is responsible for the cost of water lost to leaks.

6. Irrigation System Modifications. The HCHOA will not provide maintenance service for any irrigation system branch lines, drip lines, sprinkler heads or other components added to the irrigation system following adoption of this policy UNLESS the UPHOA ACC reviews and approves the requested modifications. If irrigation system components are added or modified by a Lot owner, overlaying and/or otherwise impeding maintenance of the original system components, HCHOA may cease irrigation system maintenance on that Lot.

Any Landscape Improvement Request for irrigation system modifications to be maintained by the HCHOA must contain complete information including a system map showing existing and proposed component layout, dimensions, Lot boundaries, easements, Lot drainage slopes and a list of new or removed or modified components and their specifications.

7. Landscape Improvement Requests. When a Lot owner wants to modify, improve or otherwise change a Lot's landscaping, EXCEPT when replacing individual Landscape Items, one for one with a similar Item, the Lot owner must submit a Landscape Improvement Request to the UPHOA ACC via the UPHOA Management Office. The Improvement Request form and submittal process can be found on the UPHOA website.

The Improvement Request must contain enough detail to enable a decision including: a dimensioned site plan, dimensions for plant setbacks, plant legend, lot boundaries and setbacks, hardscape materials, material samples showing color, structural detail for decks, patios, stairs, easements and any other information that enables the UPHOA ACC to reasonably understand the improvement project and to make a responsible decision.

All landscape improvements requested must respect the Lot's Drainage Plan, filed with the original plat for the Hidden Canyon Patio Homes by the Developer. No requested improvement may disrupt, destroy or reroute the drainage on any Lot.

All improvement requests must be submitted AND approved by the UPHOA ACC PRIOR to any project work starting on any Lot. Failure to respect this requirement may result in the UPHOA Board of Directors assessing a fine for failure to follow this requirement.

8. Adverse Weather Events. Following adverse weather events that cause landscape damage such as fallen branches, destroyed shrubs, fallen trees, or other damage, Lot owners are responsible for cleanup of their individual Lots. The HCHOA Landscape Contractor may offer to provide cleanup assistance, at a cost billed to each Lot owner by the UPHOA Management Company, as needed per lot, subject to the Management Company's agreement to manage and intermediate such transactions.

Following an adverse weather event, any Lot that is not cleaned up within a reasonable time is subject to being cleaned up by the HCHOA through its contractor(s) with the cost assessed to the Lot owner.

9. Artificial Turf. Artificial turf is not allowed in any front yard in HCHOA. Additional requirements for artificial turf are found in the UPHOA Design Guidelines and Community Standards, Section 6.7.
10. Order of Precedence. In case of a conflict between this policy, and the HCHOA CCRs, the HCHOA CCRs shall govern and take precedence. The UPHOA CCRs will prevail if there are any further conflicts.
11. Definitions.
- (a) HCHOA CCRs. Hidden Canyon Patio Homes Covenants, Conditions, Restrictions, Easements and Charges, recorded April 9, 2003, El Paso County Clerk.
 - (b) Lot. Any one of the 51 residential lots platted in the Hidden Canyon Patio Homes subdivision, recorded August 28, 2002, and December 12, 2002, El Paso County Clerk.
 - (c) Landscape Contractor. The company and its employees who are contracted to provide specific landscape maintenance services to HCHOA for the benefit of Lot owners.
 - (d) UPHOA CCRs. University Park Homeowner's Association Declaration of Covenants, Conditions, Restrictions, Easements and Charges, recorded January 15, 1998, El Paso County Clerk
 - (e) UPHOA ACC. The UPHOA Architectural Control Committee.
 - (f) Landscape Item. A perennial plant, shrub, tree, sod or hardscape item installed on a Lot. Annual plants are not Landscape Items and do not qualify for HCHOA maintenance.
 - (g) Drainage Plan. The Grading Inspection Plan and certificate, showing the approved drainage profile and grade(s) filed with the subdivision plat for each Lot.
 - (h) Association Maintained Item. A landscape item that is maintained by the HCHOA and its contractor(s) in accordance with HCHOA CCRs Article I, Section 1.7.
 - (i) Landscape Improvement Request. The University Park Improvement Request Form, which is used for all landscape modification or improvement requests and is found on the UPHOA website.

12. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

13. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
14. Amendment. This policy may be amended from time to time by the UPHOA Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of University Park Homeowner's Association, a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association and in witness thereof, the undersigned has subscribed his/her name.

UNIVERSITY PARK HOMEOWNER'S ASSOCIATION
A COLORADO NONPROFIT CORPORATION



President