

# CSE LANDSCAPING POLICIES AND PROCEDURES

## 1.0 PURPOSE OF THIS DOCUMENT

- a. The purpose of this document is to establish the policies of the Landscape Committee (“the LC”) of Canoa Seca Estates Inc. (“the HOA”), to specify the procedures to be followed by the LC in undertaking its function as defined in the governing documents of the HOA, and to provide advice to homeowners on these matters, including the actions which homeowners should take to request landscaping and remedial work be performed by the HOA and/or its landscaping contractors.
- b. The LC is responsible for management and maintenance of all land owned by the HOA as Common Areas (*CC&Rs Art. I Sect. 2*), excluding the streets and sidewalks, which are managed by the Streets/Utilities Committee of the HOA (*Bylaws Art. IX Sect. 5*). The LC has **NO** role with respect to landscaping located inside the confines of the 170 individual Lots in the HOA, which matters are handled by the HOA’s Architectural Review Committee (“the ARC”) (*CC&Rs Art. XI Sect. 3*).
- c. Words used herein have the same meaning as in Article I (Definitions) of the most current Declaration of Establishment of Conditions, Covenants and Restrictions of the HOA.
- d. This document replaces and supersedes any and all previous versions of the LC’s Policies and Procedures (including, but not limited to, the Common Area Tree Maintenance Policy and Procedure OPL-1 dated May 3, 2000).

## 2.0 GOVERNING DOCUMENTS OF THE HOA

- a. In undertaking its role, the LC shall act in accordance with the following governing documents of the HOA:-
  - \* “Fourth Amended and Restated Declaration of Establishment of Conditions, Covenants and Restrictions for Canoa Seca Estates ...” approved November 7, 2006 (“the CC&Rs”).
  - \* “Bylaws of Canoa Seca Estates Inc.” approved January 11, 2013 (“the Bylaws”)
- b. In the event of any future changes in relevant laws or ordinances, or in amendments of the HOA’s governing documents, which affect the provisions of these procedures, the LC shall promptly propose any necessary revisions to these Policies and Procedures to reflect said changes.
- c. These Policies and Procedures, and any subsequent amendments, shall be approved by the Board of Directors (“the Board”) of the HOA prior to their entry into effect.
- d. Notations of certain specific provisions in the HOA’s governing documents are incorporated into this document (*in brackets and italics*) for ease of reference.

### 3.0 COMPOSITION OF LANDSCAPE COMMITTEE

The LC shall comprise a minimum of three (3) members, all of whom shall be homeowners in the HOA, and at least one (1) of whom shall be a member of the Board. The Chairperson of the LC (“the Chairperson”) shall be appointed by the Board on an annual basis (*Bylaws Art. IX Sect. 2*). Appointment of other members of the LC shall be at the discretion of the Chairperson, subject to the Board’s approval.

### 4.0 LANDSCAPING CONTRACTOR

a. The HOA employs a primary Landscaping Contractor (“the Primary Contractor”) to undertake the vast majority of the landscaping work on its Common Areas. The Primary Contractor shall be retained under an annual contract, which shall be negotiated during the 4<sup>th</sup> quarter of each year by the Chairperson of the LC. The contract shall specify agreed Maintenance Guidelines, contain a generalized list of tasks covered, list any exclusions from its terms, and include, among other items, details of monthly authorized/required hours of work, rates of payment, maximum annual contract amount and billing procedures. Final approval of the annual contract by the Board shall be subject to its approval of the annual budget for Landscaping (“the LC Budget”) at the Board’s November meeting. The contract will thereafter be signed by the President of the HOA and by the Chairperson of the LC (or their respective designees) on behalf of the HOA.

b. One or more Secondary Contractors may also be employed by the Chairperson of the LC on behalf of the HOA from time-to-time to perform specific, defined tasks on the Common Areas (e.g. trimming of palm trees, ditching, supply of materials or equipment not available to the Primary Contractor, etc.). All Contractors shall provide the HOA, on request, with an Acord Certificate of Liability Insurance. In the case of the Primary Contractor, this shall name the HOA as an additional insured.

c. The HOA maintains a “Single Point of Contact” process with the Primary Contractor, who is contractually committed to take instructions on work to be performed, and priorities for the work, **ONLY** from the Chairperson of the LC (or his specifically designated representative). While homeowners are encouraged to maintain a cordial and friendly relationship with employees of the Primary Contractor undertaking work, it must be understood that these employees are not authorized to take instructions for work from homeowners.

d. The Chairperson shall maintain a written Service Orders List (“S.O. List”), which will be regularly updated, and provided to the Primary Contractor after each update. The S.O. List will consist of landscape maintenance tasks required to be undertaken on the Common Areas, and so ordered by the Chairperson on behalf of the LC. Requests by any homeowner for inclusion of tasks on the S.O. List shall be made to the Chairperson, preferably in writing or by e-mail in order to minimize the possibility of misunderstandings. The inclusion on the current S.O. List of each such request shall be at the Chairperson’s sole discretion, after discussion with the other members of the LC if he deems it necessary.

## 5.0 PRINCIPLES & POLICIES

### A. GENERAL

- i. The LC will strive to maintain equitable and consistent treatment of all homeowners in the exercise of its responsibilities.
- ii. The LC will attempt to accommodate the desires of each homeowner in respect of landscaping, to the extent that so doing is in line with the principles, policies and procedures outlined herein. Where the wishes of two (2) or more homeowners are in conflict over a specific subject, the LC will discuss the matter with all parties involved, and look to develop a consensus in line with the policies herein.

### B. TREE POLICIES

- i. The existing trees on Common Areas are both the property and a valuable asset of Canoa Seca Estates Inc., and form an integral part of our environment and landscape in the HOA. The overriding principle of our tree maintenance policy is that the existing trees on common land shall be judiciously managed in such a way that their individual health and beauty are preserved, consistent with the protection of the overall appearance of the HOA. Trimming of trees shall be for the safety of residents, clearance over streets and sidewalks, and for the health of the tree (*CC&Rs Article XII Section 13*).
- ii. Removal of existing trees on Common Areas shall be minimized (*CC&Rs Article XII Section 13*). In general, removals will be limited solely to cases of ill-health of the tree, danger to residents and visitors due to location or potential collapse/significant branch falls, or actual and/or potential damage to individual homeowners' property (including root damage to walls, patios or swimming pools, where these cannot be resolved by cutting of selected tree roots & installation of suitable barriers to renewed root growth).
- iii. If a well-established tree is in such a location on Common Areas that it significantly blocks the "view" of one or more homeowner(s), and height reduction or bottom trimming are not viable alternatives, and said homeowner(s) wish(es) to have the tree removed, the following procedure shall be used:-
  - \* The homeowner(s) who believe(s) that the tree is a problem must make a written application for its removal to the Chairperson of the LC. This application shall include the signed approval of **ALL** adjacent homeowners who would be impacted by the removal of the tree.
  - \* The written request will be reviewed by the LC. If the LC agrees that the tree is causing a problem, and that its removal will not adversely affect the beauty of the Common Areas and the desires of adjacent homeowners, the tree shall be removed at the requesting homeowner(s)' sole expense. Tree removal will be undertaken by the HOA's Primary or Secondary Contractors as directed by the Chairperson of the LC. Payment by the requesting homeowner(s) shall be made to the HOA prior to removal of the tree.
- iv. Trimming of trees on Common Areas will be undertaken by the Primary Contractor during the midwinter months, when the sap is no longer rising and the trees are somewhat dormant.

### **C. DESERT ENVIRONMENT & GROUND COVER**

- i. The HOA intentionally retains a large proportion of its Common Areas as typical desert landscape ground cover. This practice has been adopted, and will be maintained, on grounds of both aesthetics and cost.
- ii. Numerous small shrubs, bushes, cacti and succulents are planted and thrive on the Common Areas. These will be trimmed when necessary by the Primary Contractor to maintain their shape and health. Complete removal of any such shrubs, bushes, cacti and succulents shall be minimized, and will be undertaken only by the Primary Contractor following specific approval by the LC.
- iii. Priorities for landscaping work will be given to fire protection and pack rat nest removal. Weed-whacking and spraying will be undertaken by the Primary Contractor as considered necessary by the LC.
- iv. Spraying of Common Areas with herbicide will be undertaken by the Primary Contractor as necessary.

### **D. EROSION PROTECTION & SLOPES**

- i. The CSE Common Areas contain numerous slopes, both alongside its streets and on its boundaries. Protection from erosion is the major criterion for landscaping in such areas.
- ii. Erosion protection may be accomplished by various measures, including rocking (using large rocks or small stones), drainage ditches and spillways, railroad ties, dirt channels, etc. Vegetation such as trees and bushes may be retained in areas where they would otherwise be removed, in order to allow root systems to protect earthen slopes. Development of new erosion may be mitigated by new rocking or earth infilling, as the LC considers most expeditious.
- iii. All actions in pursuit of erosion protection of Common Areas shall be undertaken by the LC's landscape contractors (including the Primary Contractor), and shall not be undertaken by individual homeowners, unless specifically authorized by LC.

## 6.0 RIGHTS AND RESPONSIBILITIES OF HOMEOWNERS

- a. Requests for landscaping maintenance work on Common Areas should be made by homeowners in accordance with Clause 4.0(e) above.
- b. Homeowners shall not undertake the cutting of any trees, shrubs, cacti, etc. on Common Areas themselves without the express approval of the Chairperson of the LC.
- c. In the event that a homeowner removes a tree without approval, the homeowner shall be responsible for its replacement with a tree of the same or similar type, and of appropriate age and size. The LC shall have sole discretion to determine the parameters of a suitable replacement, following discussion with said homeowner. All costs incurred in the replacement, including purchase and delivery of the tree and planting of same, shall be borne by the homeowner involved.
- d. Homeowners shall not construct or erect any permanent structure (including walls, steps, swimming pool equipment, seating, bird tables, etc.) on Common Areas without the written consent of the LC. If so consented to by the LC, the homeowner must subsequently obtain the approval of plans from Architectural Review Committee in line with its Operating Procedure prior to construction (*CC&Rs Art XI Sect. 5*).
- e. Homeowners must not leave or dump garden cuttings or other refuse from their individual Lots, and must not store personal items (including, but not limited to gardening tools & equipment, flower pots, rocks or bricks for homeowners' use, etc.), on Common Areas. In the event the LC observes any such instances, the LC will promptly advise the homeowner concerned, and will require removal of the offending items within ten (10) days. If the homeowner fails to comply with this, the matter shall be referred to the Board for further enforcement actions.
- f. For the avoidance of doubt, NONE of the Lots in the HOA have "VIEW EASEMENTS".

APPROVED BY CSE BOARD OF DIRECTORS SEPTEMBER 12, 2016

  
\_\_\_\_\_  
Chairman Landscape Committee

10/20/16

  
\_\_\_\_\_  
President CSE Board of Directors

10/20/16