

## Seaside Village Towne Homes Association (SSVTHA) Landscape Rules and Regulations

It is the goal of these Landscape Rules to:

- A. protect the value and structural integrity of our buildings, infrastructure and hardscape.
- B. maintain the harmonious aesthetics and park-like environment of Seaside Village.
- C. ensure all plants and trees are maintained to achieve this goal while managing the substantial cost of water.
- D. assure efficient use of contracted landscape resources - this is a communal cost and diversion of resources to manage personal plantings is always at the expense of others in the community.
- E. plan for droughts with plantscape and irrigation infrastructure that withstands inevitable periods of water restriction vs going 'brown'.
- F. protect the HOA from liability for personal plantings in exclusive use common area and when granting approval for private planting in non-exclusive use common areas.
- G. assure that individual Homeowners assume the additional costs to convert their unit private plantings back to HOA plantings.
- H. assure Homeowners that turf areas between units, along Admiral and in high-use greenbelt areas will be preserved as they are valuable to the function and aesthetic of the community.
- I. establish a program allowing an Homeowner who wishes to maintain or modify the Association plantings in the common area adjacent to their unit to do so, provided the Homeowner completes a Request for Landscape Change Form (attached) and receives prior approval from the Landscape Committee/Board designee, as described in detail within the remainder of these Rules. **Any approval will apply to the entire planter adjacent to the entire unit - no partial areas of planters will be approved.** Tri-level planters adjacent to parking areas and streets as well as sloped areas facing Admiral and Sailboat are not available for private plantings.

Therefore, the following rules and standards have been established and will apply to all existing or new unit landscaping. All residents (Homeowners and tenants) are encouraged to be familiar with the basics of Seaside Village Towne Homes Association (HOA/Association) landscape design, permitted personal planting (private gardens) and maintenance of any non-association plantings surrounding their unit.

Recognizing that other maintenance priorities and aging plantscape have motivated residents to plant in many areas, the HOA will allow 1 year from approval date of these rules for units to adjust existing personal plantscape prior to enforcing repair assessments for return to HOA maintenance and plantscape **or** submit a Landscape Change Form to obtain personal planting approval from the Landscape Committee/Board designee.

If you are not sure if your unit's existing landscape is considered a private planting, please submit a Work Request to the property management company for the Landscape Committee to review.

## GENERAL/DEFINITIONS

- A. Common Areas are defined and described in the CC&Rs. Whenever the term Common Areas is used in these Rules, the term shall be interpreted so as to be consistent with the CC&Rs
- B. All landscaped areas within the Association are **Common Areas**, including all grounds outside of the walls of buildings.
- C. Patio interiors and space within the threshold of entryways represent **Exclusive Use Common Areas**. All exterior planters beyond the entryway threshold are not exclusive use common areas - they are common areas that are the responsibility of the Association. Removal or revision of any Association plantings outside of exclusive use common area without permission is prohibited and subject to repair assessment. Where unit configuration does not provide a clear threshold delineation, the area is not exclusive use. A **private planting** (for the sole purposes of these rules) is defined as the current or previous Homeowner's/resident's placement of plants in the planter areas immediately adjacent to a residential unit beyond the interior perimeters of exclusive use patio/entry areas. Private plantings are not permitted in areas not adjacent to the unit - i.e. tree rings, utility boxes or planters not adjacent to building walls/brick or wood enclosures.
- D. Landscape Changes: If an owner wishes to maintain or modify the Association plantings in the common area adjacent to their unit, they must complete a Request for Landscape Change Form (*attached*) and receive approval from the Landscape Committee (LC)/Board designee. One appeal to the Board is allowed. A map will be maintained for reference by the Board, Landscape Contractor, Landscape Committee and property management company indicating which landscaped areas **will not** be maintained by the contracted landscape company/Association. Application and approval does not guarantee that private plantings will not be impacted by HOA maintenance.
- E. **The Association will not be responsible for damage, repair, renovation, replacement or revision of non - HOA plant material under ANY circumstance - including but not limited to any maintenance/repair activity, termite tenting, water restriction (self-imposed or otherwise), irrigation failures, errors by landscape contractor, etc.**
- F. Where owners sharing a space (such as shared entry) cannot agree on maintenance of existing private plantings, the HOA will manage the common area with standard low maintenance plantings. The cost to convert will be shared by the two owner's through the repair assessment process.
- G. The Homeowner has the sole responsibility to disclose these rules and any landscape changes - approved or not - that may result in violation, fines, repair assessments to any prospective tenant or prospective buyer of the unit.
- H. Owners must return any landscape/irrigation or other changes to Association plantings and Association care, and shall pay any costs involved for this restoration: a) when the unit sells and/or changes title unless, prior to close of escrow, arrangements are made in writing with the buyer and the Landscape Committee to have the buyer assume responsibility b) when the unit becomes a rental, or c) when the owner is unable/unwilling to maintain the area to Board/Landscape Committee / property management company's standards.

Sept 2020 - Incorporating 2018, 2019 landscape town halls, nearby HOA existing rules, attorney, board (last emailed Aug. 2020), landscape committee and HO comment through sept 2020, published draft community-wide spring of 2020 for comment.

- I. Owners assume full responsibility for the care and maintenance of their landscaping additions or changes to be consistent with the quality of the Common Area. **Private plantings will not be considered under drought conditions when water conservation is necessary.**
- J. Nothing, including non-association plantings, pots, patio furniture or garden art, etc., may be placed in common area planters, in front of, behind, or between Association plantings. In response to objects in planters, it will be assumed that the owner is maintaining the area and HOA plantscape maintenance will cease for the area around the unit until all items/plants are removed.
- K. Landscape changes and private gardens must be healthy, uncluttered and well-maintained to allow access, maintenance of buildings and landscape in adjacent areas. **Objects/plantings blocking narrow common area through-ways along lakes or greenbelts or access to utility items (sewer clean outs, gas/electric meters, unit water main, electrical fixtures, etc.) will be removed at the homeowner's expense.** The Board/designee decision on such conditions will be final. Failure to comply within a reasonable timeframe will result in the initiation of the Association repair assessment process in compliance with current HOA Rules/CC&Rs.
- L. Homeowners will be held responsible for damage to common area plantscape, irrigation and hardscape incurred by residents, guests and contractors not hired by the association including but not limited to sprinkler heads and turf adjacent to driveways, meter boxes, trees, sidewalks, etc.
- M. Tire ruts adjacent to driveways are a common occurrence and are a distraction from community aesthetics. This is addressed in existing Parking Rules. Driveway alterations are included in the existing Architectural Standards and Guidelines. Review these and submit a completed Architectural Request Form for approval by the Board. Rather than paying repair assessments, homeowners are encouraged to work with the Board to create, install and pay for surface alterations that do not degrade or simply not drive over turf areas adjacent to driveways.

#### **COMMON AREA PRIVATE PLANTINGS**

1. All new in-ground planting must locate the root ball at least 24" away from the buildings or more depending on the mature size of the plant. This preserves access to building for maintenance and increases survivability during termite tenting.
2. Clearance: There *must be* clear air space at all times between buildings and plants to avoid damage and insect infestation.
3. Soil must be graded so water drains away from building foundations. Maintain 4" clearance between the top of the soil and the top of the foundation and/or weep screed.
4. Removing sod/turf to enlarge the planter area is not permitted.
5. Private planting areas will not be used for storing items including but not limited to garden tools and supplies, hoses, debris. Any item obstructing maintenance activity will preclude maintenance for the area and generate a request to remove.
6. Trash/clippings/lake debris discarded in the common area will not be managed by HOA landscape personnel. Residents will manage their own trash with their own containers, private gardening service or special pickup from trash service. Landscapers will simply work around debris placed in this manner and the repair assessment process will be initiated as needed.
7. Owners are responsible for any damage caused to Common Area surfaces or structures and

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- will be subject to the repair assessment process for any corrective cleaning, irrigation repair, turf damage, resurfacing or replacement costs.
8. Nothing will be planted in the lakes by owners or residents.
  9. Plants such as creeping fig, vines, ivy, spider plants and other invasive, outdoor/indoor plants are not permitted. Plants adhering to wood/stucco/brick structure surfaces will be removed at homeowner's expense through the repair assessment process if needed.
  10. Edible fruit-bearing trees, bushes, vegetables are not permitted anywhere outside exclusive use patio/entry areas.
  11. Approved edging separators between garden beds and grass must be well maintained.
  12. Owners may install removable stepping stones in the Common Areas adjacent to their unit as long as they are recessed enough to allow unhindered mowing/edging. A Request for Landscape Change Form must be submitted and approved by the Board/designee prior to installation.
  13. Private plantings or irrigation changes in the area will not hinder turf irrigation and maintenance. Turf will be irrigated, edged and maintained according to the general schedule by HOA contractors. Chemical turf edge controls will be applied and the contractor/HOA are not responsible for damage to private plantings.

#### **EXCLUSIVE USE AREAS**

14. Irrigation to exclusive use areas is frequently tied in to the common area system. Owners are responsible for connection to and maintenance of irrigation components in their exclusive use common area as well as responsible water consumption from common area irrigation sources if applicable. It is strongly suggested to separate exclusive use irrigation from common area sources and maintain your own unit specific irrigation/timer. HOA irrigation schedules are managed by weather-sensitive, seasonally adjusted smart controllers and schedules will not be adjusted for individual unit needs.
15. Private plantings in patios must be kept trimmed below roof overhangs and building fascia- Plants may not touch stucco, eaves, roof overhangs, windows or any part of building structures.

#### **POTTED PLANTS**

16. (Current General Rule 24) Pots and planters are allowed on your front porch, which is not designated as a common area. If you share an entry with another unit (i.e. common area), you may not place pots in the common area between the two doors. Hanging pots are allowed in entryways and patios. Pots will not be mounted to or placed upon any wood surface, on balcony walls, or outside the homeowner's patio and front entry area, and/or Association planters or greenbelts that would obstruct any activity by the Association landscapers. **For safety reasons,** pots or planters are strictly prohibited from being placed on the top rail of all Tri-Level (Phase V) balconies. Pots should be ceramic or other nicer quality decorative material.
17. Potted plants are not permitted in approved personal planting areas.

## **TREES**

18. All trees in the Common Area are maintained by the Association and nothing may be hung on, nailed to or placed under a tree for any purpose. Tree maintenance, holiday decoration, removal and replacement are at the discretion of the Board/designee.
19. Going forward, tree ring plantings will not be refreshed and plantings will be removed at the discretion of the landscape vendor as they consistently advise that mulch-only rings are best for the health of the tree.
20. Exclusive use area trees or large shrubs with roots that may damage drains, sewers or utilities underground or tree branches that brush against building walls must be removed by the owner at their expense on request from the HOA.
21. Trees/large shrubs close to buildings, fences, returns, sidewalks or patios are subject to removal at any time by the HOA and may be subject to Repair Assessment if within a personal planting area.
22. Requests for replacement of a tree or shrub on the Common Area must be submitted by the owner via a Work Request Form through the property management company.
23. Residents are never permitted to plant trees in the common area outside adjacent planters.
24. Example of species planted by Homeowners over the years in adjacent planters that will not be maintained by the HOA include - but not limited to - ficus, schefflera, china doll, cape honeysuckle, cactus, citrus, plumeria, Banana, tree ferns, cordyline, king palm, giant bird of paradise. If there is a question regarding plantings, please submit a work order through management company for Board/designee review and response.

## **WATERING**

25. Local regulatory mandates for hand-watering will be followed for all patio and private plantings.
26. Standing water must be emptied to discourage mosquitoes.
27. Do not allow water to over-spray onto buildings or wood entryway returns when irrigating.
28. The HOA will manage watering schedules to optimize cost, comply with local agency regulations and minimize damage to buildings and infrastructure while seeking to maintain a reasonably drought tolerant and aesthetically pleasing plantscape. Owner plantings will not determine watering schedules or infrastructure. Excessive water needs for owner plantings will be considered a breach of the approved agreement and repair assessments will be sought for return of plantings to reasonable drought tolerant species. This includes excessive owner hand watering and/or significant alteration of existing irrigation systems to promote inappropriate plant survival. Water is a shared expense and actions by any owner that result in additional cost to others will be addressed with appropriate Board action.

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## **PRIVATE GARDENERS**

29. It is the owner's responsibility to assure proper bonding, competency and liability protection for Gardeners hired for **their** privately authorized work - as with any other contracted work within the HOA.
30. Debris from the hired gardener's work must be removed from the common area at the end of every workday.
31. Soliciting extra or additional work from HOA contracted staff is prohibited - regardless of the hour of work or willingness to pay for services. This prevents accusations of diverting HOA resources and allows staff to focus completely on the work they have been contracted to perform in the sequence and timeline planned. Landscape vendors typically have policies indicating termination for any employees engaged in side work.

## **Seaside Village's LANDSCAPE CONTRACTOR**

32. Directives or requests from residents to the Association's Landscape Contractor personnel are prohibited. The contractor is solely directed by the Board/designee.
33. Residents shall submit a Work Request to the property management company for any landscape issues or work needed near their unit - preferably via email with pictures.
34. The Association's Landscape Contractor WILL NOT/CANNOT:
  - a. Substitute, rearrange or change the basic Common Area landscaping at the request of the resident.
  - b. Change the sprinkler system by adding or revising sprinklers on a resident's request.
  - c. Re-adjust or set the sprinkler system schedules to accommodate individual residents.
  - d. Maintain or help care for private plantings in the Common Area.
  - e. Permit any member of their Landscape Maintenance crew to give individual service to residents or respond to directions given by any resident.

## **ZERO HOA LIABILITY**

35. In balancing the desire of many owners to manage/maintain private gardens in traditionally common areas while controlling maintenance costs and fair distribution of resources, the HOA - in granting this privilege via pre-approval - will not be held liable for errors in execution. Consider this seriously when seeking to obtain permission for planting private gardens or when planting in your exclusive use area.
36. There are NO circumstances where the Association's Landscape Contractor, and/or the Association are responsible for any damage to resident's personal items or to plants not installed by the Association regardless of location. There is no recourse at any time or under any circumstance for the Association or its contracted landscape services to be held liable for damage, alteration, under/over-trim, irrigation failure or other unforeseen circumstance. The HOA is only responsible for its own plantings.

The HOA will maintain a map and post on its website with occasional updates to provide clarity for homeowners, the Board, property management company and landscapers.

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**REQUEST FOR LANDSCAPE CHANGE FORM**

**Please Print name(s):** \_\_\_\_\_, \_\_\_\_\_,  
the owner(s) of unit # \_\_\_\_\_, street address \_\_\_\_\_

request permission from the HOA Board to manage and maintain all planter areas adjacent to this unit in compliance with current and future updated Association Rules and CC&Rs.

Plants to be planted/removed and location (Please include attached comprehensive drawing with measurements of the areas to be considered)

Initial: \_\_\_\_\_ Unit owners have read and accepted the most current Landscape Rules and will comply.

Initial: \_\_\_\_\_ Unit owners understand that this agreement can be rescinded at any time by the HOA and sets no precedence.

Initial: \_\_\_\_\_ Unit owners understand that the property management Company/Board alone determine compliance with the agreement.

Initial: \_\_\_\_\_ Unit owners understand that this agreement can result in fines/repair assessments for non-compliance with current Landscape rules regardless of cause.

Initial: \_\_\_\_\_ Unit owners understand that this agreement applies to planters on the entire perimeter of their unit and no areas other than turf (including previously plantings by the HOA) will be trimmed, fertilized, mulched or otherwise maintained with HOA resources.

Initial: \_\_\_\_\_ Unit owners understand that this agreement requires that any contracted landscape services entering HOA premises be licensed/bonded/insured to exclude HOA liability for their well-being/actions - just like any other homeowner contracted service.

Initial: \_\_\_\_\_ Unit owners understand that soliciting favors, work or after-hours services from current landscape staff is prohibited by 1) contracted landscape service and 2) HOA.

Initial: \_\_\_\_\_ Unit owners understand that residents at this unit are expected to adhere to the rules and owners are liable for fines/repair assessments according to rules/CC&Rs.

Owner signature \_\_\_\_\_ Date \_\_\_\_\_

HOA Approval Signature \_\_\_\_\_ Date \_\_\_\_\_

Recorded on Community-wide map maintained by property management company

Copy to:

Homeowner  Unit file at management company  Landscape Committee  Board of Directors