

THE LEGENDS HOMEOWNERS ASSOCIATION  
P.O. BOX 2663  
GRAND JUNCTION, CO 81502

LANDSCAPE AGREEMENT  
AGREES TO BE INCLUDED IN THE LANDSCAPING MAINTENANCE PROGRAM

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

***Agrees to the landscape maintenance program as outlined below:***

The HOA fee will be \$61.50 a month, (\$40.00 for landscape maintenance, \$21.50 for irrigation water and commons upkeep). For lots larger than 6500 sq. ft. the monthly maintenance charge may be increased. These fees are due the first of each month as a courtesy you will receive a monthly invoice via e-mail, you may request to have a paper copy mailed to your address for an additional \$2.00. This agreement is for a period of one year and cannot be canceled during this one year term. This agreement shall be automatically renewed under the same terms and conditions. This agreement may be canceled by providing The Legends Homeowners Association 30 day's written notice of cancellation the months of March or April proceeding the full one year term.

***Landscape Maintenance includes:***

- 1. Starting up irrigation system in the spring, clock programming, and winterizing/blowout irrigation system in the fall.**
- 2. Weekly mowing and trimming of front and rear yards during the growing season.** Note: This is usually done on Friday (unless rain), which will require the sprinklers to be programmed not to water on Friday mornings. If your lawn is wet the yard cannot be mowed.
- 3. Fertilize lawn area three (3) times a year in the spring, summer and fall. Aeration of the lawn in the spring**
- 4. Limited Weed control for landscaped areas** (where landscape fabric/rock/bark has been placed without vegetation). Flowerbed and garden area weeding is not included.
- 5. Trimming of shrubs and grasses, to remove dead branches and foliage once a year during spring.**
- 6. Adjustment of sprinklers as needed and replacement of heads when needed.**
- 7. Cleaning of flow view filter 1 time per week.**
- 8. Monitoring of sprinkler system.**
- 9. Upon request, snow removal for the front, driveway and sidewalk to the front door if there is over two (2) inches of snow.**

All other irrigation repairs or maintenance will be paid by the homeowner. The HOA is not responsible for the replacement of dead trees, shrubs, grass or ground covers; this will be done at owner's expense. The Maintenance contractor will invoice homeowners for repairs, however the HOA reserves the right to collect for them and assess \$30.00 fee in addition to if not paid in 30 days. Owners are responsible to monitor the health of their landscaping and notify the maintenance company of any concerns with irrigation of plants or ground covers immediately. The HOA is not responsible for replacement of any of these items so owner monitoring is important. The maintenance company is only here once a week typically and they will help monitor your landscaping but ultimately it is the owners responsibility to keep the landscape healthy and in compliance with the HOA standards.

\_\_\_\_\_  
Owners Association  
Architectural Control Board

\_\_\_\_\_  
HOMEOWNER

Legends Home

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**THE LEGENDS HOMEOWNERS ASSOCIATION  
P.O. BOX 1765  
GRAND JUNCTION, CO 81502**

**LANDSCAPE AGREEMENT  
TO BE EXCLUDED FROM THE LANDSCAPING MAINTENANCE PROGRAM**

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**You will be responsible for maintaining the yard and your irrigation system. Winterizing/blowout of the irrigation system is included in the quarterly dues and will be performed by the HOA.**

The HOA fees are \$294.00 per year, billed quarterly at \$73.50. This is for irrigation and upkeep of the commons area.

The owner explicitly and without reservation agrees to the following:

1. The area will be maintained to the standards set by the HOA for all other areas in The Legends.
2. If there are any questions, about the standards, the HOA Board of Directors or such committees as it may designate, will clarify the standards.
3. If it is determined by the Board or its designee that the standards are not being met, a written notice of a noncompliance will be sent by registered mail to the owner, giving the owner seven (7) days to bring the noncompliance into compliance. If the owner fails to do so, the owner signing this document give the HOA and its contractor permission to enter the property by whatever means necessary bring the landscaping and it's maintenance into compliance with the previously stated standards. The stated owner agrees to have all of the costs of bringing the landscape and maintenance into compliance added onto the following months billing of HOA dues and to pay that amount and any subsequent amount relating to same within 30 days. These additional amounts will be subject to all of the same avenues of collection as normal dues associated with the HOA. The Owner agrees to pay any and all costs associated with collection efforts of any unpaid balance including but not limited to attorney fees, collection agency fees, and service fees and filing fees (etc.).

\_\_\_\_\_  
**Legends Home Owners Association  
Architectural Control Board**

\_\_\_\_\_  
**HOMEOWNER**

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_