

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

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

NAME: _____

ADDRESS _____

You will be responsible for **maintaining the yard and the irrigation system.**
Start up and winterizing your irrigation system will be done by the HOA but you will be billed.

The HOA fees are \$299.00 per year, billed annually in January. 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 is 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, service fees and filing fees (etc.).

**Legends Home Owners Association
Architectural Control Board**

Date _____

HOMEOWNER

Date _____