

## MUTUAL 15 OPERATIONS

### PHYSICAL PROPERTIES

#### **GARDEN AREAS, TREES, SHRUBS**

The Mutual 15 Board agrees on contracting the Landscape Company for a set contract date, amount and certain landscape responsibilities. The Landscape Company upholds the Mutual Landscape Policy. For ground floor units, the Shareholder has a garden that they can either choose to have the Landscape Company oversee (excluding irrigation, fertilizers, pest abatement, etc.) or the Shareholder can maintain.

If a Shareholder has any garden or irrigation questions and/or issues they may contact the Mutual Hot Line.

#### **Garden, Plant and Irrigation Shareholder Responsibilities and Mutual Responsibilities**

**Shareholder Gardens:** Plant growth originating in the gardens around an apartment cannot extend more than 60" wide from the building foundation. Upon the transfer of the share of stock for such apartment, any garden extending beyond the 60" wide limit is required to be brought back to the 60" limit at the expense of the transferor's (Seller). Please also see The Notice of Intent to Withdraw below. No small pebbles/stones can be installed in a garden, but bark/mulch is acceptable. The landscape company will not be financially responsible for any broken and/or damaged windows or Shareholder property due to garden stones/pebbles being thrown by the edges or mowers.

All plants and bushes in the 60" wide garden area must be planted 12" away from the building and/or any Mutual structure. Free standing trellises can be installed by the Shareholder but must be installed 12" away from the building and anchored securely in the ground. Any plants cannot exceed an 8' height. Decorative garden fencing is permitted but cannot exceed 12" in height and must be consistent along the entire garden. Any new garden edging must have the approval of the Mutual before installing. The landscape company or Mutual will not be financially responsible for any damage to Shareholder installed garden edging and/or fencing.

Shareholders are responsible for the watering, pest control and fertilizing of their gardens. The Mutual gardeners will trim plants, rake/blow out debris and cultivate the gardens approximately every 4-6 weeks. Rose bushes will be pruned down annually by the gardeners, typically in January. Shareholders are not to give any direction to the gardeners as they are contracted by the Mutual. If a shareholder weeds their garden, they must dispose of the garden debris and not leave it for the gardener to throw away.

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The gardeners will ensure that all plants are trimmed 12" away from the buildings, walls and that all handrails and supporting structures around stairways and handicap lifts are trimmed back 12". Shareholders that wish to maintain their gardens themselves may alert the gardeners by placing red flags in the garden (obtained through the Landscape Director). Any red flag in a garden signifies that the gardener will not take any action in that garden unless the plants overhang the grass or walkway areas and interfere with mowing and edging. Gardens that have red flags but are neglected by the Shareholder or are allowed to fall into disrepair may have the Mutual take steps to bring the garden into compliance at the Shareholders expense.

Shareholders are permitted to have decorative containers, figurines and artifacts in their gardens, but the items cannot exceed eight per apartment and where applicable must have drainage holes in the bottom. Nursery containers are not permitted in the gardens or on the patios and the landscape company has Mutual permission to dispose of any nursery containers left in Shareholder gardens/patios. Any and all containers must have a concrete paver (no saucers due to mosquito issues) under each container. Potted plants cannot be placed on walkways, sidewalks or anywhere that would impede access.

Scaffolding and/or shelving in the Shareholder gardens are not permitted and the Shareholder could be billed for their removal. Per the Mutual, the Shareholder will not be reimbursed for any non-compliant items disposed of by the landscape company.

A maximum of six hanging plant containers, wind chimes and/or other hanging artifacts per unit is permitted with proper drainage and each must use non-rusting hangers. Seed type bird feeders are not permitted. Hummingbird feeders are permitted. For safety reasons containers/pots sitting on any ledges or walls are not permitted. Patio furniture is not permitted in the garden areas.

Nothing can be placed or hung on the electrical transformers and/or Pad mounts. Shareholders cannot place any item in a tree well, car port or laundry room landscaping, around a walkway light, utility pole or hang any pots, bird feeders, decorations, etc. or on any Mutual structure or property. Any such objects will be disposed of and the resident will not be reimbursed.

Shareholder garden/patio solar or electrical lighting install and maintenance is the responsibility of the Shareholder and must be installed so that lighting/wiring does not interfere with mowing

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or edging. The landscape contractor and/or Mutual will not reimburse the shareholder for damages to any garden/patio lighting.

Shareholders may install holiday lighting and holiday decorations in their garden/patio areas with lighting that is approved for outdoor usage and all holiday decorations need to be removed 30 days after the holiday. If not removed after 30 days from the holiday, the Mutual will do so at the expense of the Shareholder. Nothing can be hung on any Mutual light pole or property including any light pole toppers such as jack-o-lanterns or snowmen heads.

Shareholders are prohibited from leaving unused gardening material/equipment, empty pots, fertilizer, pavers, trash, garbage, newspapers, water dishes or food of any kind in their gardens. Units with outside storage cabinets cannot store fertilizers in the storage units.

The Mutual reserves the right to determine if a Shareholder's garden or patio areas have become cluttered or unsightly. If so, determined a notice to correct will be issued to the Shareholder and must be corrected accordingly. If further action is needed, the Mutual will take steps to bring the garden/patio into compliance at the expense of the Shareholder and the Shareholder will not be reimbursed for any discarded items.

As of 1/1/20: Gardens void of landscaping (dirt, weeds, etc.) are not permitted and the Shareholder has 30 days to comply. Noncompliance could result in the Mutual installing basic landscape and billing the Shareholder.

Mutual 15 garden restricted plants. These plants cannot be installed in a Shareholder garden:

Any tree including fruit/citrus. Dwarf fruit/citrus trees can be planted in a container with a paver underneath (neither can be plastic)

Any and all

Any plant of the mint family

Baby tears

Bamboos (heavenly bamboo or nandina are acceptable)

Any bougainvillea

Pine, cedar, juniper or any conifer bushes (unless they are dwarf) spider wort family

Wisteria

Giant bird of paradise Banana tree

Rubber tree

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No vegetables (can be permitted in a non-nursery container with a paver underneath – neither can be plastic)

Garden Irrigation: Watering the garden areas is the responsibility of the Shareholder. Slow watering all day and night is not permitted. Hoses may not be left unattended. Any Shareholder that installed or acquired a unit with previously installed garden irrigation must maintain proper water coverage and ensure that water does not overspray onto the building and/or any Mutual structures or plants and does not overflow their garden. Any damaged and/or nonfunctioning Shareholder installed garden irrigation will be either removed and/or repaired at the seller's expense when the unit is sold or changes ownership. The Mutual will maintain irrigation installed on Mutual property. The Mutual maintains the turf irrigation and shareholders cannot tamper with, relocate or adjust any irrigation.

Shareholder can report any Mutual irrigation issues to the Mutual Hot Line.

### **Notice of Intent to Withdraw, Sell or Transfer Regarding Garden Areas**

When the Notice of Intent to Withdraw, sell or transfer is submitted the unit undergoes an inspection and any garden area must be brought into policy compliance at the Seller's expense. Existing non-compliant garden items may be removed by the seller or the Mutual has the right to bring the garden area back into compliance at the expense of the Seller

### **Mutual Common Area Land**

Maintenance of the grounds, plants and trees located outside the garden areas are the responsibility of the Mutual.

Temporary usage of the turf/lawn areas by Shareholders for parties/events, moving or construction material requires prior approval from a Director. Shareholders must ensure the area is free of any trash and debris at the conclusion of the event.

The Mutual has the right to periodically apply fertilizer, herbicides, insecticide or pesticides to the Mutual lawn areas and will post flyers in the lawn areas, laundry room s and online when the application start/end.

### **MUTUAL ADOPTION**

FIFTEEN: 08-18-97

### **AMENDMENT(S)**

01-16-17, 10-21-19  
12-16-19 (date the policy was ratified)