RESOLUTION OF THE
RANCH MEADOW CONDOMINIUM ASSOCIATION., INC.
REGARDING POLICY AND PROCEDURES FOR
LANDSCAPING OF GENERAL COMMON ELEMENTS

SUBJECT: Adoption of a policy and procedure regarding landscaping in the general common elements.

PURPOSE: To provide notice of the Association’s adoption of a systematic procedure for landscape maintenance and alterations within the subdivision.

AUTHORITY: The Declaration, Bylaws, Articles of Incorporation of the Association, and Colorado law.

EFFECTIVE DATE: February 2, 2012

NOTE: This policy shall supercede all prior landscape policies.

RESOLUTION: The Association hereby adopts the following policy:

1. Background.
   A. Climate zones are differentiated by latitude, elevation, moisture, and temperature. At 40°22′36″N latitude, 7,480 ft. in elevation, and an average of 13.92 inches of precipitation per year, Estes Park is considered a foothill shrubland which is characterized by open Ponderosa Pine woodlands, Pinyon & Juniper woodlands, and montane shrublands.

   Sources:
   http://www.climate-charts.com/USA-Stations/CO/C0052759.php
   http://www.epa.gov/wed/pages/ecoregions/co eco.htm
   http://climate.colostate.edu/climateofcolorado.htm

   If a resident is unable to access internet-based documents, they should contact the management company.

   B. Ranch Meadow Condominiums were built with sprinklers installed for some units but not all. The purpose was to establish new seeding, with the plan to phase sprinklers out in 3-5 years once the vegetation was re-established after development (Source: Master Landscape Policy dated 5/22/2001).

   C. All shrubs and trees originally planted near units by the developer, are served by a water drip system maintained by the Association (Source: M. Atkins, Inc., landscape installer). Plantings later approved by the Ranch Meadow Condominium Association and installed by unit owners may not have drip
irrigation.

D. The Declaration of Covenants, Conditions, and Restrictions for Ranch Meadow Condominiums and subsequent amendments indicates that all unit owner have an equal, undivided interest (1/156th) in the general common elements, and as such are not private areas. Any modifications are subject to the prior approval of the board of directors and/or architectural/landscape committee.

2. Guiding Principles.

A. The Association believes it is the responsibility of mankind to preserve, protect, and conserve natural resources, including water.

B. The Association has a responsibility to be good stewards of the land. It is the desire and goal of the association to co-exist with rather than change the landscape. Intervening substantially (i.e., through widespread irrigation, chemical control of weeds, chemical enhancement of plant life, etc.) to any great extent creates an environment not natural to the semi-arid, foothill shrubland biome and is to be avoided. Compliance with insurance company requirements and municipal or county ordinances will take precedence; however, the general guiding principle will be to maintain the landscaping of Ranch Meadow as close to what nature intended as possible.

C. Wildfires spreading over un-irrigated vegetation may pose a danger to property and can be mitigated by a mixture of irrigation, mowing, and tree management practices. Creation of a defensible space is suggested by Larimer County (see: http://www.co.larimer.co.us/wildfire/recommendations.pdf) If a resident is unable to access internet-based documents, they should contact the management company.

D. Insurance companies also have requirements for risk management which typically consist of maintaining a similar defensible space.

E. The Association has a fiscal responsibility to members to contain costs wherever equitably possible, and landscape maintenance is a significant consideration.

F. The Estes Valley Development Code (EVDC) §7.2.C (2) states to wit: Revegetation Required. Areas disturbed by grading shall be contoured so they can be revegetated and shall be revegetated within one (1) growing season after construction, using native species similar to those growing on the site when such revegetation does not contribute to hazards. (See also §7.3 and §7.5 regarding tree/vegetation preservation and landscaping requirements.) Plans for revegetation of cut-and-fill and graded slopes shall be included as part of the landscaping plan submitted as part of the project development plan approval process. This municipal code is available at: http://www.colorado.gov/cs/Satellite?c=Document_C&childpagename=TownofEs
G. Noxious weeds can become a pervasive problem in natural areas and must be controlled under Larimer County and Town of Estes Park ordinances. The list of “noxious weeds” is referenced at: http://www.co.larimer.co.us/weeds/ If a resident is unable to access the above link for internet-based documents, they should contact the management company.

H. Ranch Meadow Condominium Association, Inc. has adopted a resolution on irrigation practices in the subdivision.

I. The Association also believes that consistency is necessary both in terms of overall aesthetic appearance and administration of the governing documents (i.e., the Declaration of Covenants, Conditions, and Restrictions and the Governance Standards.)

J. While consistency is important, the Association recognizes that some owners may desire to make their home unique. To that end, temporary landscape elements (i.e., those kept in and maintained by owners in containers that can be easily moved by two people) will not be considered landscape alterations. When containers are used, they should not obstruct mowing.

K. The Association shall strive to preserve and enhance property values.

L. The Association shall strive to reuse trees and shrubs wherever possible.

3. Definitions.

A. “Noxious weeds” are those listed as such by Larimer County and can be referenced at http://www.co.larimer.co.us/weeds/ If a resident is unable to access the above link for internet-based documents, they should contact the management company.

B. “Wildfire mitigation” means any action taken to eliminate or reduce the long-term risk to human life and property from wildfire.

4. Policy.

A. Irrigation shall be handled as outlined in the Ranch Meadow Irrigation Policy.

B. Mowing of low-growing native vegetation shall be accomplished as follows:

(1) Ground fire defensible spaces shall be maintained by mowing low-growing native vegetation periodically. As a general rule, 3-4 full mows are planned but are subject to change at the discretion of the board of directors or as
the board delegates to the architectural/landscape committee. Defensible spaces shall be roughly 15 feet away from any dwelling structure, between buildings on the same lot, 12-18” around signage stones, and one mower width along the roadway on both sides of Raven Circle (excludes Raven Court and Deer Path Ct). Additional areas shall include from the street to the buildings at 1555, 1500, 1550, and 1590 and approximately 2’ between bushes and the paved area on lot 26 by 1515-I.

As a general rule, the target dates for mowing will be the week prior to Memorial Day, the week prior to 4th of July, and the week prior to Labor Day.

(2) Other than to maintain defensible spaces against wildfire, no full property mowings will occur.

(3) In areas where noxious weeds have become pervasive, mowing may be used at the discretion of the board of directors and/or architectural/landscape committee.

(4) It shall be considered a violation of this policy for owners to mow additional areas unless approved in advance by the architectural/landscape committee. The Declaration of Covenants, Conditions, and Restrictions for Ranch Meadow Condominiums and subsequent amendments indicates that all unit owner have an equal, undivided interest (1/156th) in the general common elements, and as such are not private areas. Any modifications are subject to the prior approval of the board of directors and/or architectural/landscape committee.

C. Revegetation.

(1) General policies

(i) Re-vegetation by a unit owner requires an application, payment, and written approval from the Ranch Meadow Architectural/Landscape Committee.

(ii) IMPORTANT: do not purchase and/or use commercially available seed from ACE Hardware, True Value, or Home Depot, etc. Products labeled “Estes Park Blend or Mixture.” Names are selected primarily to promote sales and do not contain seed mixtures natural to or compatible with the natural landscape at Ranch Meadow.

(iii) Upon approval of an application, owners will be supplied with information about where to purchase seed directly from a RMCA approved supplier. Additionally, owners with permits will be given
general guidelines to assist them with soil preparation, fertilization, watering, and seeding.

(2) Re-vegetation of areas adjacent to a dwelling and mowed extending up to about 15' from a dwelling structure with low grow native vegetation:

(i) WHO: Re-vegetation is by permit only to a unit owner. Temporary residents or rental residents may not apply for permits.

(ii) WHY: Re-vegetation may be needed in the immediate area physically adjacent to the unit owner.

(iii) DURATION: Permits are for one year, January 1 through December 31.

(iv) COST: $50 plus the cost of the seed mixture including shipping and handling.

(v) WATERING: Permits include authorization to use supplemental watering.

(vi) SIZE: Maximum area of 600 square feet or approximately 15' x 40'.

(vii) SEED: Only RMCA approved low grow native ‘Estes Park’ seed mixture may be used. Effective January 1, 2012, the only source approved by RMCA for this mixture is:

Western Native Seed – Native Plant Seed for the Rocky Mountains and Western Great; PO Box 188; Coaldale, CO 81222; phone (719) 942-3935. The short grass mixture is:

70% Bouteloua gracilis (Blue Grama)
8% Festuca saxmontana (Rocky Mountain Fescue)
5% Poa secunda (Sandberg’s Bluegrass)
1% Blepharoneuron tricholepis (Hairy Dropseed)
1% Muhlenbergia montana (Mountain Muhly)
5% Koeleria macrantha (Junegrass)
10% Pascopyrum smithii (Western Wheatgrass)

Note 1: Seed mixture is to be purchased by the unit owner. Seeds purchased must adhere to the committee guidelines.

Note 2: Planting is only allowed March 1 through June 30 of each year.

Note 3: Supplemental watering by the unit owner is generally only needed until plants are established, commonly through completion of the
growing season (about October 1st).

(3) Areas NOT adjacent to a dwelling more than 15' from dwelling structure and barren ground and/or primarily noxious weed infested ground – generally along Highway 34 and in outlying areas and more than 15' from dwelling structures (a few areas may contact a dwelling).

(i) WHO: RMCA Architectural/Landscape committee only, not permitted by unit owners/residents or groups of residents. These areas will be addressed by contract between a landscaper and RMCA. Unit owners may submit a request to the landscape committee for re-vegetation of these areas. An email with a photograph(s) is needed as well as a general estimate of the size and location.

(ii) WHY: Re-vegetation in these areas may require a wide range of approaches, examples of which include (a) simple example – removal of noxious weeds to allow natural plants in the area to re-vegetate the area; (b) complex example – ground preparation, seeding, erosion control blanket, and temporary irrigation system. Priority will be given to areas that are within direct line-of-sight from within a unit lower level window or deck view.

(iii) SEED: Only RMCA approved native ‘Estes Park’ seed mixture may be used. Effective January 1, 2012, the only source approved by RMCA for this mixture is:

Western Native Seed – Native Plant Seed for the Rocky Mountains and Western Great ... PO Box 188, Coaldale, CO 81222; phone (719) 942-3935. The taller grass mixture is:

‘Estes Park’ Wildflower Mix for RMCA
14% Gaillardia aristata (Perennial Blanketflower)
14% Linum perenne v. lewisii (Blue Flax)
14% Penstemon strictus (Rocky Mountain Penstemon)
14% Ratibida columnifera (Prairie Coneflower)
14% Ratibida columnifera pulchra (Mexican Hat)
12% Viguiera multiflora (Showy Goldeneye)
4% Erigeron speciosus (Showy Fleabane Daisy)
12% Helianthella quinquenervis (Aspen Sunflower)
0.5% Aquilegia coerulea (Colorado Columbine)
0.5% Penstemon virgatus (Wand Beardtongue)
0.5% Ipomopsis aggregata (Scarlet Gilia)
0.5% Penstemon rydbergii (Rydberg’s Penstemon)

Native ‘Estes Park’ Grass Mix for RMCA Open Areas
20% Bouteloua gracilis (Blue Grama)
20% Pascopyrum smithii (Western Wheatgrass)
15% Bromus marginatus (Mountain Brome)
10% Festuca idahoensis (Idaho Fescue)
5% Buchloe dactyloides (Buffalo Grass)
5% Festuca saximontana (Rocky Mountain Fescue)
5% Koeleria macrantha (Junegrass)
5% Oryzopsis hymenoides (Indian Ricegrass)
5% Poa secunda (Sandberg’s Bluegrass)
4% Festuca arizonica (Arizona Fescue)
2% Elymus elymoides (Bottlebrush Squirreltail)
2% Stipa comata (Needle & Thread)
1% Blepharoneuron tricholepis (Hairy Dropseed)
1% Muhlenbergia montana (Mountain Muhly)

D. Weed control.

(1) WHO: Volunteer efforts

(i) SPRING and SUMMER: Residents are encouraged to pull noxious weeds, bag them in approved brown paper weed bags (available at Ace Hardware), and to haul them to the Weed Disposal area above the Estes Park dump on Friday mornings during the summer months.

(ii) FALL and WINTER: Residents are encouraged to cut noxious weeds as close to the ground as possible (it is not necessary to pull them) and bag them in approved packaging for disposal.

(iii) Chemicals may not be used by volunteers/residents on vegetation.

(2) WHO: Association efforts: RMCA will address noxious weeds on an as-needed basis by supplemental contracts with professionals.

E. Fertilization supplements will not be used except in an extraordinary circumstances (i.e., fertilizer “spikes” around shrubs and trees upon planting) as widespread chemical application can impact grazing wildlife.

F. Tree/shrub care.

(1) Pest and disease issues will be reviewed annually by the architectural/landscape committee during the Spring walk-around. If needed, expert opinions (i.e., Town of Estes Park or contracted arborists) will be sought and a plan developed to be presented to the board of directors for approval.
(2) Pruning of trees and shrubs will be used to prevent damage to buildings, to control trees/shrubs growing into ingress/egress areas at driveways or sidewalks, and to promote plant health by removing dead/dying branches.

(3) Trees that pose a fire danger or will cause imminent damage to buildings and property (i.e., those planted too close to buildings) will be reviewed by the architectural/landscape committee annually and a plan recommended to remove or transplant submitted to the board for approval. Impacted owners (those contiguous to the plants suggested for removal) will be consulted at least 30 days prior to moving or removal, but moving or removal may be necessary even if a unit owner objects.

G. Tree/shrub replacement and/or transplant shall be accomplished at the discretion of the board of directors. On file as of the date of this policy adoption are photos and maps of existing landscaping. Addition of trees/shrubs is generally discouraged EXCEPT those few in containers maintained by the condominium owner. Prioritization of replacements with native species shall be on a case-by-case basis and shall consider:

(1) Density of living plant material in the area. There is an inconsistency in the distribution of plant material throughout Ranch Meadow, so in choosing what plants to replace, priority will be given to locations that are sparse in their plantings over areas with more plantings.

(2) Transplanting trees, wherever appropriate, is a preference.

(3) Presence of irrigation. Plant material placed in locations that have drip irrigation have a higher likelihood of establishment than areas without irrigation, so a key component to replacement will be in pre-established areas where irrigation currently exists.

(4) Placement. In many cases, there are trees that are planted close to buildings and shrubs that inhibit ingress/egress to sidewalks and driveways. It shall be the general philosophy of the association not to replace trees within 20' of any building. If a replacement or addition is needed, it will be placed in a different location outside of the defensible space. In cases like rock areas between unit garages and at points of ingress/egress on sidewalks and driveways, any replacements shall be with plant material that is appropriately sized so that at maturity fits into the space.

Also in terms of placement, the preservation of unit views will be considered, and any plantings, when fully mature, should not block unit views.

(5) Native species of trees and shrubs will be the only type of plant material used in replacements. For reference, the following list of trees and shrubs
will be used. Of these, those marked with an asterisk (*) are ones that are unattractive to wildlife as a food source. See Addendum B: Allowable Tree/Shrub Table.

H. In instances where a unit owner desires to replace a dead/dying shrub (not trees) that the association has not yet determined to replace, the unit owner may do so without prior approval as long as the replacement plant is appropriately sized at maturity for the space (see Addendum B: Allowable Tree/Shrub Table).

I. Modification of landscape. It shall be the general philosophy of the association to allow very few modifications to the landscape in and around homes. The Declaration of Covenants, Conditions, and Restrictions for Ranch Meadow Condominiums and subsequent amendments indicates that all unit owner have an equal, undivided interest (1/156th) in the general common elements, and as such are not private areas. Any modifications are subject to the prior approval of the board of directors and/or architectural/landscape committee.

(1) No landscape modifications shall be allowed unless approved in writing by the Architectural/Landscape Committee. Items that do not warrant prior approval by the Architectural/Landscape Committee are those that are not affixed to the ground or structure and can be easily moved by two people (i.e., temporary containers that do not obstruct mowing).

(2) Requests for modifications using plant material will be considered using the logic in 4G above:

   (i) Density of living plant material in the area. There is an inconsistency in the distribution of plant material throughout Ranch Meadow, so in choosing what plants to replace, priority will be given to locations that are sparse in their plantings over areas with more plantings.

   (ii) Presence of irrigation. Plant material placed in locations that have drip irrigation have a higher likelihood of establishment than areas without irrigation, so a key component to replacement will be in pre-established areas where irrigation currently exists.

   (iii) Placement. In many cases, there are trees that are planted close to buildings and shrubs that inhibit ingress/egress to sidewalks and driveways. It shall be the general philosophy of the association not to replace trees within 20' of any building. If a replacement or addition is needed, it will be placed in a different location outside of the defensible space. In cases like rock areas between unit garages and at points of ingress/egress on sidewalks and driveways, any replacements shall be with plant material that is appropriately sized so that at maturity fits into the space.
Also in terms of placement, the preservation of unit views will be consi-dered, and any plantings, when fully mature, should not block unit views.

(iv) Native species of trees and shrubs will be the only type of plant material used in replacements. For reference, the following list of trees and shrubs will be used. Of these, those marked with an asterisk (*) are ones that are unattractive to wildlife as a food source. See Addendum B: Allowable Tree/Shrub Table.

(3) Unauthorized modification of landscape elements shall be considered a violation of covenants and the association’s existing policy as outlined in Governance Standards P9.2006.

5. **Supplement to Law.** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

6. **Deviations.** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

7. **Amendment.** This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S CERTIFICATION:**

The undersigned, being the President of the Ranch Meadow Condominium Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on **February 2, 2012** in witness thereof, the undersigned has subscribed his/her name.

**RANCH MEADOW CONDOMINIUM ASSOCIATION, INC.,**
a Colorado nonprofit corporation

By: _signature on file_
President