Deer Run Subdivision

Landscape Guidelines and Requirements

February, 1996

I. GENERAL SITE LAYOUT

A. GRADING AND DRAINAGE

1. All drainage patterns shown on the Approved Drainage Plan, as filed with the City of Colorado Springs in the Deer Run Development Plan, shall be adhered to. If the Homeowners' Association requests, a proposed grading plan of the lot shall be prepared showing existing and proposed spot grades and contour lines as necessary to illustrate the intended drainage patterns. It is the Contractor's responsibility to ensure that these drainageways are installed as designed; he may hire, at his own expense, a licensed engineer/surveyor to this end. All rough grades as shown on the above-mentioned Development Plan and as established by the General Contractor, shall be verified as being within a tolerance of **plus or minus** two inches by the landscape contractor prior to commencement of installation.
2. Roof downspouts depositing in sloped areas greater than 4:1 shall be extended underground with 3-4" flexible piping, daylighting at an area of slop less than 5:1 on either the same property or on a common easement area; outlets on adjacent properties by the Homeowners' Association prior to installation. Pipe outlets shall be provided with a water-dispersing pad of 4-12" cemented cobble, flaring to 2' in width and as long as required to reduce the force of runoff and prohibit erosion. Downspouts not requiring underground extensions shall be provided with concrete splashblocks or cobble areas as described above.

B. SLOPE TREATMENTS – Slopes equal or greater than 3:1 shall be treated in one of the following manners:

1. Cobble – 4 – 8" dia. hand-set in concrete, care taken to tightly fit stones to avoid gaps. The top edge of the concreted area shall begin 18'minimum above the slope, and shall be installed with landscape fabric extending 6" underneath adjacent soil, to prevent undercutting erosion.
2. Riprap – 4 – 8" angular stone laid over landscape fabric.
3. Retaining wall terraces – each wall shall be no greater than 3' in height, unless otherwise approved by the Homeowners' Association, and constructed of one of the following:
   a) stone
   b) textured concrete block, such as Keystone, Amastone, Pisa, etc.
   c) textured poured concrete
   d) Wolmanized or pressure treated wood landscape timbers – 6X6 minimum cross section, cedar colored.
   e) boulders – 4 cu. Ft. (600 lbs or 0.3 ton) minimum size. Gaps between boulders shall be well chinked with smaller rock, and no greater than 3 x 3" in size. Boulder walls are required to be backed with landscape fabric prior to backfilling.

   Railroad ties are NOT acceptable.

   Terraces between walls shall be 4'minimum width, and may be level or sloped to a maximum of 5:1, and surfaced with one of the following:
   a) Turfgrass, if level and access is provided for mowing
   b) Aggregate over landscape fabric
   c) Shrub bed with aggregate or bark mulch

d) If requested by homeowner, a personal garden area (not maintained by Association). If property is sold, this must be converted to a, b, or c above unless requested by new owner, in writing to the HOA, to remain personal garden.

Slopes immediately adjacent to native preservation areas and *less than 3:1* may be treated by amending the soil as specified in the SOD section, and seeding with the following native grass mix with either hydroseeding methods of slit seeding with erosion control mesh installed on top.

Native Grass Seed Mix:

- 25% blue gamma
- 20% western wheatgrass
- 10% side oats gramma
- 10% little bluestem
- 10% Indian ricegrass
- 25% inert carrier

C. ENTRANCE WALKS – All entrance walks from driveway to front door shall be either:

1. Attached to the building 4'6" minimum width
2. 4' minimum away from building – 3'6" minimum width

D. FOUNDATION MAINTENANCE BORDER

1. All unpaved areas next to the foundation shall be bordered with an 18' min. wide strip of aggregate over landscape fabric, separated from any adjacent turfgrass by either steel or concrete maintenance edging.
2. In shrub bed areas adjacent to the foundation, no plant shall be planted closer than 2' minimum to the foundation, measured from the <u>outside</u> of the root ball. Care and common sense shall be used in the selection and placement of plants near the foundation to allow for adequate room from growth (minimum space required = ¾ plant diameter at maturity).

E. FENCING – Backyard fencing shall be black wrought iron, 3' to 4' in height, with a gate provided wherever fencing eliminates regular access from one side of the yard to the other. No opaque structures are permitted. Privacy screening shall be accomplished with vegation only.

F. GROUND COVER/MULCHES – All mulched areas, except in flower beds, shall be underlaid with landscape fabric, and unless otherwise *pre-approved* by the Deer Run Homeowners' Association, shall be one of the following. *In all cases, mulch shall match adjacent existing beds.*

1. Aggregate shall match that currently existing on developed lots.
2. Cobble: 2-6" in planting beds, 2-8" in approved non-planted areas. Care shall be taken to hand-place cobble where necessary to avoid damaging plant material.
3. Bark mulch is recommended in perennial and annual flower beds.

II. IRRIGATION SYSTEM REQUIREMENTS

A. SYSTEM DESIGN

1. The contractor is required to submit an irrigation design which coordinates with the <u>Deer Run Master Irrigation Plan</u> and complies with the City of Colorado Springs Department of Public Works General Provisions, as published in the City of Colorado Springs Engineering Division

Standard Specifications, as amended or revised. The Drawings shall clearly indicate proposed system layout for pipe routing, sprinkler head placement, valve placement, and coordinate with the Satellite Controllers as supplied by the Master Irrigation System. Electric control valves for individual lot use are provided by the Master Irrigtion System. Materials and design shall also comply with the following codes, ordinances, regulations, and standards in effect at time of installation:

a) American Society for Testing and Materials (ASTM)
b) National Plumbing Code (NPC)
c) Federal Specifications (FS)
d) Plastic Pipe Institute (PPI)
e) National Electric Code (NEC)
f) National Sanitation Code (NEC)
g) All State and Local codes for cross connection of potable water systems
h) All cut-sheets, catalogs, and current published data of the manufacturers whose equipment is scheduled for use

Failure to be familiar with any requirement shall not preclude contractor's responsibility to abide by them. In the event of a conflict between requirements the *most stringent* requirement will prevail in any case.

2. The Design and Layout shall take into consideration the following criteria:
   a) Avoid overspray onto driveways, sidewalks, and foundations
   b) Coverage of all turf areas shall overlap by 100%
   c) Provide coverage of *all* landscaped areas as intended by design
   d) Drip systems, due to their temporary nature are NOT acceptable in front yards and permanently maintained landscaped areas. In rear yards adjacent to native habitat preservation areas, drip systems are allowed for establishment of native, drought-tolerant vegetation, where the system is intended to be abandoned.
3. The contractor shall *field verify static pressure* at the point of connection and determine its suitability prior to commencing any work downstream of the point of connection. Failure to test and verify adequate static pressure prior to constructing the sprinkler system shall not relieve the contractor from providing adequate operating pressure to provide coverage as intended by design. It is the contractor's responsibility to report inadequate static pressure to the Homeowners' Association and to correct the problem prior to commencing work downstream of the point of connection.

B. EQUIPMENT – Only the equipment listed herein will be considered or accepted for installation. Installation of alternate equipment <u>without prior approval</u> by the Homeowners' Association will result in rejection of work at inspection for Final Acceptance.

1. Heads – Nozzle types and arcs provided shall satisfy the coverage requirements of all landscaped areas. Sprinkler nozzles installed on any single zone shall have matched rates of precipitation.
   a) Turf areas – **Weathermatic No. 35P** pop-up spray heads with **Weathermatic 400 Series nozzles** in arcs/radii as needed.
   b) All pop-up spray heads to be equipped with **Weathermatic CV-30 check valves.**
   c) Shrub beds - **Weathermatic No. 36P high-pop spray** with **Weathermatic 200 Series EST or SST nozzles.**

d) Trees in otherwise non-irrigated areas - **Weathermatic No. 106-100 Adjustable Bubbler** head, installed on threaded PVC risers.

e) All sprinkler heads shall be installed on polyethylene cut-off risers.

2. Piping

a) All piping shall be new and NSF approved, and shall conform to ASTM D-1120 specifications for 80 psi polyethylene.

b) Teflon tape shall be used on all threaded joints.

C. INSTALLATION – Work at the individual lot commences at existing Remote Control Valves as shown on the Deer Run Master Irrigation Plan. Included in the installation shall be provision of all labor, equipment, tools and materials necessary for the construction of the irrigation system per the approved design.

1. Protection of Utilities – It is the contractor's responsibility for locating all existing utilities (gas, electric, sewer and water, telephone, cablevision, etc.) on the site which may be affected by irrigation installation. All known existing utilities shall be clearly indicated on the plan, shall be flagged or otherwise marked on the site. Failure to locate existing utilities and provide adequate protection to them during the work shall not preclude responsibility for repair of subsequent damage, and any costs for repair as a result of failure to properly locate and protect utilities shall be this contractor's responsibility.
2. All sprinkler heads, control valve locations, and pipe line locations are to be flagged prior to commencing excavation.
3. Parallel piping may be pulled simultaneously.
4. Pipe indicated as adjacent to backside of curbing or pavement shall not be installed farther than six inches away from curbing/pavement.
5. Sprinkler heads which are adjacent to curbing and pavement are to be installed precisely two inches away from curbing/pavement to accommodate turf trimming operations and overspray.
6. Sumps for manual drains shall be over excavated to facilitate valve installation.
7. Lateral pipelines shall be pulled at a uniform depth not less than twelve inches.
8. Irrigation installer shall be responsible for coordinating with other trades for the installation of sleeves crossing beneath sidewalls and driveways, or coring under existing pavement for sleeve installation. Sleeves shall be installed to a 12" depth. New concrete pavement above sleeve locations shall be stamped with an "S" to permanently mark sleeve location.
9. Open pipe ends are to be taped or plugged closed at all times to keep out dirt and debris during installation. All pipe is to be flushed with clean water to remove all dirt and debris prior to installing sprinkler heads.
10. Riser assemblies to be installed and adjusted to result in all sprinkler heads being flush and plumb with finish grades *prior* to backfilling around heads. No sprinkler head is to be pulled into a plumb and flush position after installing backfill. All sprinkler heads are to be installed plumb with finish grade and at proper elevation prior to commencing sodding operations and/or planter bed mulch installation.
11. Contractor shall adjust nozzles and arcs to provide optimum coverage as intended by design. No overspray shall be permitted onto any structure. Minimum overspray is permitted onto pavements.

D. ADJUSTMENT, TESTING AND OPERATION

1. When wind conditions are **less than five mph**, the contractor shall adjust all sprinkler head nozzles to provide optimum coverage to areas as intended by design. Overspray onto *sidewalks is* permitted. No overspray is permitted onto roadways, parking lots, or buildings.

2. **All** sprinkler heads are to be fully adjusted to be plum and flush *prior* to sodding, seeding, and mulching.

3. The contractor shall assume liability for sodding, seeding, and mulching which is installed prior to adjustment, fine tuning, and functional operation of the sprinkler system, and shall assume all liability for manually operating the sprinkler system and for furnishing supplemental irrigation to sustain optimum condition of all landscaping should the system not be fully operable prior to installation of landscaping.

4. The contractor is responsible for coordinating preliminary programming of satellite controller with the Deer Run General Maintenance Contractor to operate at frequencies he deems necessary to sustain and promote vigorous growth of all landscaped areas to which the system provides coverage.

a) Unless otherwise approved, the operating sequence of all zones will be scheduled to occur between 9 p.m. and 6 a.m.

5. During and up until Final Acceptance, the contractor is responsible for making any adjustment that may be required to installed equipment.

6. Damage caused by water from sprinkler system as a result of incorrect adjustment and controller programming is this contractor's responsibility. Work by other trades, as well as sod, trim edges, mulches, pavements, which is damaged or destroyed as a result of irrigation installation shall be fully restored by this contractor as a condition of Final Acceptance.

E. WARRANTY AND MAINTENANCE

1. A *three hundred sixty five day warranty* for all material and workmanship provided shall commence on the date of Final Acceptance of all work. During the warranty period, the contractor is responsible for providing labor and material as needed to keep the system completely operable as intended by design, and is responsible for all of the following:

a) **Winterization:** shut off all water sources to system, manually drain all pipelines, and provide **cold air injection** as required to prevent freeze damage to all equipment.

b) **Activation:** turn on all water sources to system, charge all pipelines, repair damaged equipment not caused by vandalism, snow removal, or unauthorized winter-use of system, adjust and fine tune all equipment to provide optimum performance.

1. It is this contractor's responsibility to perform seasonal service at the time he deems appropriate to protect his warranty interests.

2. The contractor is responsible for damage caused to equipment as a s\result of his failure to provide proper seasonal maintenance at the appropriate times.

3. The contractor may be backcharged if the services of others must be employed to perform seasonal maintenance, as determined necessary by the Homeowners' Association.

2. Equipment which fails to operate as intended by design shall be repaired and/or replaced by the contractor at his expense within *twenty four hours* after Owner's notice. Equipment which is removed from the system for repair shall be replaced immediately with equal equipment capable of providing uninterrupted operation of the system as intended by design.

3. The contractor is responsible for the repair to damaged equipment, finish grades, undermined pavements, sod, mulches and underlayments, etc.

4. Exclusions from Warranty: The following are not covered by the contractor's warranty:

a) Vandalism to equipment

b) Damage to the installed system as a result of work by others in the work area after Final Acceptance.

c) Unauthorized use of the system after contractor's completion of winterization.

5. Spare Equipment and Closeout Material – The contractor shall provide, in a cardboard box clearly labeled with the lot number and "Spare Irrigation Equipment", the Deer Run General Maintenance Contractor with the following:

a) (1) Blueline of the as-built drawing.

b) (1) three-ringed binder, indexed with divider tabs and including the following type written data:

1. Warranty statement on contractor's letterhead, including date of enactment, emergency contact name and phone number, and FAX telephone number if available.
2. Recommended routine and seasonal maintenance procedures.
3. Operating Schedule for the preliminary program entered into the controller at the time of inspection for Substantial Completion.
4. Copies of equipment warranties provided by manufacturers of products installed which are transferable to the Owner.
5. Statement of names and addresses of all suppliers local to the project from which replacement equipment can be obtained.

c) (2) new and unused sprinkler head bodies and nozzles of each type installed.

III. PLANT MATERIALS

A. LAYOUT AND DESIGN

Shrubs shall be grouped in planning beds to facilitate maintenance, reduce irrigation requirements and complexity, and enhance the impact of the landscaping. The outline of the bed shall take into consideration ease of mowing adjacent sod and sound irrigation layout practices. All shrub beds shall be edged with steel or concrete maintenance edging. Shrub beds on adjacent lots shall be designed to correlate with each other, e.g., use the same mulch, similar plant material, etc., for visual continuity. Plant spacing within the bed shall provide adequate room for growth, yet not be sparse in nature – plants crowns at ¾ to full size of maturity shall be just touching. Interplanting of species with differing water requirements shall be avoided. Front yards adjacent to the sidewalk/street shall be turfgrass a minimum of 20' from the edge of pavement. Low shrub beds (maximum height less than 3') are also allowed in this area. Non-planted aggregate areas are NOT allowed. Turfgrass areas, e.g., between planting beds, shall be 5' width minimum.

B. SOD

1. Quantity – All lots shall have a total irrigated turfgrass area based on one of the following:

a) Based on ***total lot area*** – not less than 10% and not greater than 50% of the ***total lot square footage***

or

b) Based on ***total Landscaped area*** (total lot s.f. less building footprint and paved areas) - not less than 15% and not greater than 85% of the ***total Landscaped area***.

2. Soil preparation, amendment and fertilizer – Prior to installation, all sodded areas shall be spread with a minimum of 2" depth of "Tri-mix" (2 parts topsoil, 1 part sphagnum peat or *decomposed* wood fiber, 1 part dairy manure), rototilled to 6" depth into the soil. Soil clumps shall be broken and all debris (rocks, soil clods, construction debris, etc.) greater than 1" diameter shall be removed from the top 3" of prepared soil. Granular fertilizer recommended

for lawn establishment shall be applied at a rate of 1 lb. Nitrogen/1,000 s.f and thoroughly worked into the top 6" of soil. Finish grade shall be established by mechanical raking, with 2" reveal adjacent to pavements. All areas to be planted, including shrub bed areas, shall be thoroughly loosened to a depth of 12", with extra attention given to areas compacted by construction equipment and foot traffic.

C. TREES AND SHRUBS – Trees shall be grown in Hardiness Zones 2,3,4, and 5 only. Plants which have not sufficiently hardened-off which are root-bound shall not installed. Ball, plug, and container sizes of all plant material, including "collected" material shall strictly conform to recognized AAN standards. All plant material is to be transplanted in strict compliance with recognized AAN standards, and at seasons generally considered favorable for transplanting.

1. Minimum planting requirements

a) Lots *greater than 7,000 s.f.*

	SIZE	QUANTITY
Trees -		
Deciduous shade trees	2" cal.	2
Flowering ornamental tree	1.5" cal.	1
Evergreen trees	6' ht.	2
Shrubs -		
Large flowering shrub	36" ht/18" spr.	5
Med. Flowering shrub	24" ht/18" spr.	8
Small flowering shrub	12" ht/12" spr.	8
Med. evergreen shrub	24" ht/18" spr.	5
Low evergreen shrub (gr. cover)	18" spr.	8

b) Lots *less than 7,000 s.f.*

	SIZE	QUANTITY
Trees -		
Deciduous shade trees	2" cal.	1
Flowering ornamental tree	1.5" cal.	1
Evergreen trees	6' ht.	1
Shrubs -		
Large flowering shrub	36" ht/18" spr.	4
Med. Flowering shrub	24" ht/18" spr.	8
Small flowering shrub	12" ht/12" spr.	8
Med. evergreen shrub	24" ht/18" spr.	5
Low evergreen shrub (gr. cover)	18" spr.	8

2. Installation

a) Delivery and handling of plant material – Method of shipping shall ensure that all plant material arrives at the site in optimum condition. All plant material shall be shipped covered with tarps or in enclosed trailers to prevent stress from wind, sun, and temperature. Branches shall be bound during shipping to prevent breakage. Temporary holding yards shall be maintained by the contractor to keep all plant material in optimum condition at all times. Plant material which become damaged, insect infested,

stressed, or objectionable in appearance for any reason shall be removed from the site immediately.

b) Utilities – This contractor is responsible for coordinating and locating any utilities in planting and irrigation areas, and to protect existing utilities from damage as a result of work.

c) Soil Preparation, Amendment, and Planting

1) Planting pits shall be dug to the depth of the root ball to be installed, so that when set in pit, top of rootball sits flush with surrounding finish grade. Over-excavated pits shall be backfilled with specified backfill mix, mechanically tamped for compaction, and brought up to proper elevation. Width of pit shall be twice the diameter of the root ball; care shall be taken to ensure that the sides of the planting pit are loosened for root penetration into surrounding soil. If not previously completed, native soil shall be thoroughly loosened outside the planting pit to a minimum diameter 3 times the size of the planting pit.

2) Face all trees and shrubs in pits for maximum effect toward visually prominent views, with most densely branched sides faced toward most prominent view.

3) Binder twine, wire baskets, and other root binding material which can safely be removed from the ball shall be removed as possible and removed entirely from the planting pit. In all cases, twine and other binding material shall be loosened from around trunks prior to backfilling. Solid containers *of all types* shall be completely removed from rootballs prior to planting.

4) Backfill mix in the planting pit shall be "Tri-mix" (2 parts topsoil, 1 part sphagnum peat or *decomposed* wood fiber, 1 part dairy manure), and shall be made uniformly damp prior to use. A soaker hose shall be allowed to run water into the planting pit during installation of backfill. Backfill shall be gently tamped in 12" lifts to eliminate air pockets.

5) All deciduous and evergreen trees, shrubs, and other vegetation shall be sprayed with anti-dessicant equal to Wilt-Pruf or Ex-Halt immediately upon installation. All container grown plant material shall be dipped in a solution of anti-dessicant mixed per the manufacturer's application rate in a 50 gallon container.

6) Pruning shall be performed to remove branches damaged in transport, suckers from trunks and bases, and dead wood. In no case shall leaders be pruned, or is pruning to be done which objectionably affects appearance of any plant. Pruning shall be done as needed by the contractor through the end of the warranty period. Pruning which results in the removal of *ten percent* or more of overall branching structure will qualify plant for replacement under warranty provisions.

7) Install commercially manufactured trunk guards equal to Arbor-Gard around the trunk base of all trees planted in areas that will be mowed and aggregate mulch areas. Trunk guards shall be installed on trees planted in stone much areas *prior* to installation of stone to prevent bruising and other damage.

8) Remove all grower's labels, flagging tape, binder twine, and any other similar material from all plant material prior to inspection for Substantial Completion.

9) Provide and install a commercially manufactured tree wrap, Kunkel-Kraft or equal, for all Honeylocusts. Hawthorns, and Lindens. Wrap *from bottom* of trunk *up*

to the first scaffold branches. Securely tape at top and bottom of wrap with weather resistant tape.

10) Guying and staking – all deciduous trees one inch or larger in caliper and evergreen trees five feet and taller are to be guyed and staked with fourteen gauge double stranded galvanized wire, as shown in the detail. Guywire loops shall be commercially manufactured nylon guy straps with metal eyelets/ Deciduous tree stakes to be six foot long steel tee posts, two per tree, installed to a uniform two foot depth, green or black color. Evergreen tree stakes to be two foot long sections of steel tee posts, three per tree, installed flush with finish grade, green or black color. Each guy wire shall be marked with a white ¾" x 4" PVC section.

11) Mulch – Trees in turf areas shall be provided with 3' diameter rings mulched with shredded aspen or cedar bark mulch (no maintenance edging required). Shrub beds shall be mulched to 3" minimum depth with either aggregate, cobble or bark *over landscape fabric.*

D. RECOMMENDED PLANT SELECTIONS

1. Trees –

a) Shade Trees –

Green Ash
White Ash
Bur Oak
English Oak
Norway Maple
Western Catalpa
Autumn Blaze Maple
Honeylocust
Linden species
Pagoda tree

b) Evergreen Trees –

White Fir
Colorado Spruce
*Bristlecone Pine
Scotch Pine
Douglas Fir
Austrian Pine

c) Ornamental Flowering Trees –

*Newport Plum
Goldenrain Tree
Goldenchain Tree
Shadblow Serviceberry
*Specific Crab Varieties:

Bob White	Prairiefire
Dolgo	Radiant
Brandywine	David Sargent
Red Baron	Spring Snow

* preferably not in highly-irrigated (lawn) areas

2. Flowering Shrubs –

Large
Van Houtte Spirea
Lilac species
Wayfaring Tree
Shrub roses
Little leaf mock orange
Butterfly bush
Beauty bush
Serviceberry species
Cherry/Plum species

Medium
Snowmound Spirea
Burmald Spirea varieties
Shrub roses
Potentilla varieties
Compact Burning bush
Isanti Dogwood
BlueMist Spirea

Small
Little Princess Spirea
Fairy Rose
White Meidiland Rose
Shrub Roses
Potentilla varieties
Kelsey Dwarf Dogwood

3. Evergreen Shrubs & Groundcovers –

Medium Height
Junipers:
- Armstrong
- Compact Pfitzer
- Tammy

Dwarf Mugo Pine
Oregon Grape Holly

Low Height
**Compact Mahonia
**Creeping Mahonia
Junipers
- J. sabina varieties to 2' ht.

** prefers shade

4. Native Plants for Naturalizing and Low-Water Requirement Plants ***

Pinon Pine
Ponderosa

Rabbitbush
Mountain mahogany
Apache plume
Buffaloberry
Native Pink Rose
New Mexico Locust
Currant species
Bitter Antelopebrush
New Mexico Privet
Russian Olive
Fernbush
Peashrub species
Sage species
Sumac species
Russian sage

*** will require water for the first season to become healthy and established

5. Plants Not Recommended:

Rhododendron and azalea species
Forsythia species
Euonymus species (except in sheltered areas)
Mountain ash
Pin oak
Yew
Holly
Arborvitae

E. WARRANTY AND MAINTENANCE

1. Upon completion of the landscape installation, the contractor shall request a final inspection by the Deer Run Homeowners' Association or its representative. Items inspected which are found to be discrepant or deficient shall be documented in a written punchlist and provided to the contractor for correction. The contractor shall be given a specified amount of time in which to correct punchlist items. Upon completion of punchlist items, the contractor shall request that work be re-inspected for consideration of Final Acceptance and commencement of warranty.

a) At the inspection for final Acceptance, the contractor shall provide the Deer Run Homeowners' Association with the following, in a three ring binder with a typed label on the front cover indicating the Project name, contractor's name, "Landscape Warranty", and date of Final Acceptance

1) A typewritten warranty statement on contractor's letterhead, clearly indicating the Project name and address, name and phone number to contact for warranty claims and commencement of date of warranty (i.e., date of inspection for scheduled Final Acceptance).

2) Typewritten maintenance instructions for all types of plantings provided, including data on watering, fertilizing, pruning, pesticides, and routine care that the Deer Run General Maintenance Contractor shall provide to ensure optimum growth. Pre-printed

data published by extension services, nurseries, trade journals, and manufacturers of horticulture products may be included.

2. The contractor shall provide a **thirty day maintenance period** of all installation commencing on the date of Final Acceptance. Generally, it is the contractor's responsibility to provide whatever plant maintenance is required to sustain optimum appearance and promote growth to protect his warranty interests. Maintenance to include but may not be limited to providing all labor and material for:

a) Supplemental watering as the contractor determines necessary to sustain optimum appearance and promote growth.

b) Second application of anti-dessicant spray.

c) Monitoring and adjustment of guy wires for proper tension.

d) Monitoring and control of insects and diseases.

e) Immediate removal of dead or dying plant material, and prompt replacement with material equal to size and quality originally provided.

3. Upon satisfactory completion of punchlist items, and Final Acceptance is given by the Homeowners' Association for all work provided and installed, the contractor shall provide a **one year conditional warranty** on all plant material and workmanship. Any plant material which becomes objectionable in appearance for any reason or fails to live within the one year conditional warranty period shall be removed from the jobsite immediately and replaced promptly with new plant material equal in variety, size and quality to that originally installed and accepted by the Homeowners' Association. The contractor shall be responsible for any costs for providing and installing warranty replacement plant material, and shall be responsible for restoring jobsite appearance after completing warranty related work. Replacement plant material is subject to a second sixty day warranty period.

4. Any plant material which stresses and/or dies or becomes objectionable in appearance as a direct result of the Owner's failure to implement a professional maintenance program, effective at the expiration of the thirty day maintenance period and Final Acceptance, may not be considered a valid warranty claim. Also excluded from the warranty are: annual bedding plants; any plantings which are vandalized; damage from tornadoes, hurricanes, verifiable hail and sandstorms, winds in excess of forty miles per hour, and earthquakes; flood damage, with the exception of flooding as a result of malfunctioning underground sprinkler systems installed by this contractor; animal damage (rodents, deer, and domestic pets).

IV. COMMON SPACE ACCESS EASEMENTS

Wherever an access easement occurs between two lots, the first lot developed shall provide the path surfacing and edging as specified in the enclosed typical Easement Landscape Plan, as well as the indicated landscaping on that property's side of the easement. The adjacent lot, when developed shall provide the landscaping on the other side of the path.

V. SUBMITTALS AND APPROVALS

Landscape and Irrigation Plans shall be submitted to the Homeowner's Association for approval a minimum of *10 working days* prior to the planned installation date. At its sole discretion, the Deer Run Homeowner's Association has the authority to grant Variances/Relief from these Requirements, based

on impact to the Deer Run community. All deviations from these Landscape Requirements shall be outlined in writing in the form of a Request for Variance, with explanations for each request. The fee for review shall be $50.00 for complying plans, $150.00 for non-complying plans. This on-time fee does not imply that Requests for Variance will necessarily be approved. Three (3) copies of the final approved Landscape and Irrigation Plans, with any changes required, shall be submitted to the Hoeowners' Association prior to commencement of construction. If changes in layout are made in the field, three (3) copies of as-built drawings shall be submitted to supercede the original plans. Upon completion of installation and compliance with these Landscape Requirements, plans will be dept on file with the Homeowners' Association for one year and then disposed of.