

Resolution 9 – "Landscape Maintenance, Changes & Plant Health Care"  
(Revised and approved by the board of directors)

WHEREAS, the Bylaws, Article 3 Board of Directors, Section 3.7 Powers and Duties, Article 7 Maintenance and use of Condominium Property, Section 7.1 Maintenance and Repair, and Section 7.5(f) Windows, terraces, yards, balconies, porches and outside walls, grants the Board of Directors the duties and obligations to manage the landscaping and plant health care at the Cottages at Hastings Green;

AND WHEREAS, it is the intent of the Board of Directors to govern and protect the landscape areas so that:

1. A standard for maintaining the landscaping within the community.
2. The landscaped areas are maintained at a quality level of care and appearance.
3. Necessary steps may be taken by the Association to help preserve and protect the landscaping investment.
4. Consideration is given to environmentally sound practices.
5. The initiative of individual owners to make improvements and additions to the landscaping around their homes is supported with appropriate procedures and approval processes.
6. Property values are continually supported by maintenance of a landscape theme, design and beauty of appearance.

NOW THEREFORE BE IT RESOLVED THAT, the following conditions and procedures are to be observed:

1. Owners with questions, requests or complaints relating to landscape maintenance are to communicate, in writing, directly to the Association's property management company.
2. Landscape contractors work within the terms of their contract with the Board of Directors. Contracts for these services are administered by the Association through the Board and/or managing agent.
3. The Association provides routine maintenance to plants and lawn via the Association's landscape contractor so as to provide for consistency of care for the community at large. Individual owners may elect to maintain the landscaping in their respective limited common element, except for the lawn areas as defined in paragraph 5 of this section, but they must meet or exceed the standards of the Association's landscape maintenance contractor. The Board of Directors reserves the right to terminate this election if the owner fails to comply.
4. Reasonable efforts will be made to protect flowers and plants when performing maintenance to buildings and grounds. However, the Association and its contractors cannot be responsible for damage to owners' plants. An example of common maintenance and repair service is irrigation maintenance and repair.
5. The HOA is responsible for the routine maintenance and replacement of all landscaping within CHG including:
  - All plants in designated bioswales and rain gardens.
  - All hedges on the periphery of the property or between LCEs.
  - All trees within the HOA. Owners may elect to maintain fruit and nut trees, berry or rose bushes and grape vines within their LCE for maximum yield.

- All plants, bushes, and shrubs within limited common elements (LCE). Owners may elect to opt out of HOA landscape maintenance within their LCE. **If an owner elects to opt out of HOA landscape maintenance they are responsible for routine maintenance and replacement of all plants, bushes, and shrubs within their LCE.**

**Decisions to replace plants, bushes, shrubs, or trees in LCEs will be made on a case-by-case basis by the Board, in consultation with the community manager, the owner, and CHG landscape contractor. The Board may elect to forgo like for like replacement or forgo replacement of landscape elements altogether based on cost, aesthetics, and perceived benefit to the preservation of property values.**

Owners must seek approval for any landscape renovation in their LCE involving removal of turf, bushes and shrubs. **Owners must submit an Architecture Change Request form to HOA management PRIOR to renovation of LCE landscaping.** This requirement allows the coordination of landscape renovation with the HOA landscaping company to avoid damage to the irrigation system. This requirement supports owners in making improvements and additions to landscaping in their LCE while **protecting property values by preserving the HOA landscape theme, design, and appearance.**

**Removal of the 25-foot square turf pads or HOA approved drainage equivalent at downspouts in an LCE MUST be approved via an Architectural Change Request form submitted to HOA management and approved by the Board. The 25 square foot turf pads at downspouts, as well as bioswale and rain garden areas are part of the HOA's storm management system on file with the City of Portland. Modifications to these areas must improve on the turf system for drainage and be approved by the HOA Board.**

6. Owners who wish to add or modify garden structures such as pergolas, patios or arbors need to make a formal application with the Architectural Review Committee and obtain advance approval for these changes. The formal application is made on an "ARC Change Request Form" as specified in Resolution 3; at least two neighbors with views of the structures must review and sign the "ARC Change Request Form" requesting the addition or modification of a garden structure.
7. Owners are responsible for all maintenance of any such garden structures located on their LCE.
8. The Association's list of prohibited plants are those plants which are included in the "Nuisance Plants List" section of the City of Portland "Portland Plant List". Owners may elect to add plants to their LCE provided they are not specified in the "Nuisance Plants" section of the "Portland Plant List".
  - a. Plants listed in the "Nuisance Plants" section of the "Portland Plant List" that were either planted by the developer or part of the original landscaping of Hastings Green will be removed by the Association.
  - b. Removal and replacement of any plants currently listed in the "Nuisance Plants" section of the "Portland Plant List" that were planted after the original Hastings Green development are the responsibility of individual owners.

- c. Any future additions to the "Nuisance Plants" section of the "Portland Plant List" will be considered as prohibited plants and may require removal. If removal is required, removal and replacement will be the responsibility of individual owners.
9. Trees should be planted only if they have a mature height of 25 feet or less. Trees with a mature height of more than 25 feet require approval from the Board.
10. During the growing season, adjustments are required to the irrigation system to account for less rain, higher temperature and growing plants. While the Association attempts to monitor these adjustments as closely as we can and implement as needed, we are also subject to scheduling of our landscape contractor. If you feel adjustments are needed in the irrigation schedule, please contact the Association's management company. However, if your plants require more water than they are receiving, please take the initiative to water these plants manually.
11. Modification to the irrigation system is sometimes required when new plants are installed. This is done to ensure there is proper water distribution to new and existing plantings. If modification of the irrigation system is required to accommodate new or existing plants or elements for an owner who has opted out of HOA landscape maintenance, that owner is responsible for the costs incurred. The Association's landscape contractor must perform all irrigation work.
12. Only non-synthetic or organic chemicals shall be used in the landscaping of CHG. This resolution is meant to apply to our landscaping company and to all owners. It is meant to cover both common elements and the limited common elements. The Landscape Invasive Plant Advisory Committee will evaluate requests for exceptions to the resolution and propose a solution to the Board in response to such requests. In the event an exception is made to the resolution, the Advisory Committee will also inform the community in a timely fashion that an exception was made so owners are able to protect pets, etc.

This resolution is *not* meant to cover instances of “chemical use” for pest control (e.g., rodents or ants) in the HOA or by individual owners in their own home or LCE. The Association and/or individual owners shall always use licensed contractors for pest control to ensure they are using products approved by the appropriate governing bodies and owners shall provide notice to the entire ownership. The resolution is also *not* meant to cover the use of chemicals to prevent or remove ice from the sidewalks and driveways during the winter. In this instance, the HOA will use products approved by our contractors.



[regis.mcdonald \(Feb 1, 2023 14:52 PST\)](#)

President  
Board of Directors  
Association of Unit Owners  
of Cottages at Hastings Green, A  
Condominium



[Kathleen Yesh \(Feb 1, 2023 14:41 PST\)](#)

Secretary  
Board of Directors  
Association of Unit Owners  
of Cottages at Hastings Green, A  
Condominium

DATED this 1 of February, 2023

# CHG Resolution 9 - LS Maintenance Revision Final 1-16-2023 #2

Final Audit Report

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