

HIGHLAND HILLS MAINTENANCE COMMISSION

BOARD OF TRUSTEES

BOARD POLICY NO. 11-1

Dated: 2 September 1992
Last Revised: January 6, 2012

(Notice: This Policy supersedes all previous HHMC Board actions related to this subject.)

TITLE: ANNUAL MOWING/NOXIOUS WEED CONTROL

PRIMARY RESPONSIBILITY: MOWING COMMITTEE

REFERENCES: 1) HHMC Protective Covenants & Restrictions, #20, 1983
 2) HHMC Articles of Incorporation, Article IV
 3) HHMC By-Laws, Article XI

PURPOSE:

To promote 1) the safety of our members, by reducing the threat of serious grass or brush fires, and 2) our members' compliance with statutory requirements that they eradicate certain noxious weeds and control other noxious weeds on their lots, which create health problems for some residents.

PROCEDURE:

Undeveloped Lots

1) Annual Mowing Requirement:

Undeveloped lots must be mowed at least once each year between the dates established by the HHMC Board and published in The Highlander, in accordance with the Mowing Standards below.

2) Mowing Options:

Owners may mow their own lots, or may arrange directly with someone else to mow for them. Alternatively, owners may have their lots mowed through an arrangement between HHMC (acting as intermediary for all owners who elect to participate) and a contractor chosen annually by HHMC through competitive bidding.

In early February of each year, a form for electing to participate in that year's intermediary arrangement is mailed to owners. To participate in the arrangement, an owner's election must be received by HHMC by the last day of February.

An owner's election to participate in the intermediary arrangement with respect to any lot may not be withdrawn (either by the owner or by any buyer of the lot) unless the lot is developed prior to its being mowed. Should the owner sell the lot prior to its being mowed, the owner should obtain a closing adjustment from the buyer.

3) Assessments:

Each owner who participates in the intermediary arrangement is assessed the amount of the winning contractor's bid for the owner's lot. This mowing assessment, which is due approximately one month after it is mailed (on or before a date specified in the mailing), is separate from and in addition to the annual maintenance assessment payable by the owner due on or before January 15th.

4) Payments to Contractor:

Mowing assessments are paid to the winning contractor as mowing is completed and inspected, in accordance with the contract between HHMC and the contractor. Pending payment to the contractor, assessments are deposited in an HHMC account. Any interest earned on the account is retained by HHMC.

5) Mowing Standards:

Those lot owners participating in the HHMC Mowing Program are to provide safe and adequate access to their lot for the Mowing Contractor's equipment.

Lots must be mowed up to each boundary line, except that:

If there is any paved roadway on a lot, the lot need not be mowed beyond the edge(s) of the paved roadway.

If a lot includes a drainage ditch that runs generally parallel to a paved roadway, no portion of either ditch slope that is nearer than 4 feet to the bottom of the ditch need be mowed.

If a lot includes a Greenbelt setback, it shall not be mowed beyond the inside boundary of the Greenbelt setback. Within the Greenbelt setback: Scotch Broom and other noxious weeds must be dealt with in accordance with Section 8 of Board Policy 3-9, and non-noxious weeds, berry bushes and other such growth may be dealt with in accordance with Section 8 of Board Policy 3-9.

If a lot includes a tree island, its outer perimeter shall be mowed with a hand-held trimmer or the like. Within the tree island, Scotch Broom and other noxious weeds must be dealt with in accordance with Section 8 of Board Policy 3-9.

If a lot includes an area that is on such a steep grade that mowing it would involve a significant risk of personal injury or damage to equipment, the area need not be mowed except to the extent it can be mowed from an adjacent location with a weed trimmer.

Any areas to be mowed that are inaccessible to a wheeled mower must be cut with a hand-held trimmer or the like.

Scotch Broom in the form of bushes or trees (i.e., larger than a small shrub) must be hand cut, removed from the Highland Hills development and disposed of in a manner acceptable to Clallam County.

All vegetation to be dealt with under this Policy must be cut to a height of 4 inches or less.

Mowing residue must be kept off any groomed or landscaped areas of adjacent lots.

Reasonable efforts must be used to minimize the amount of mowing residue deposited into drainage ditches or onto roadways by mowing. No residue, slash, rock or other material shall be placed into a drainage ditch.

Out of consideration for neighbors, no power-driven equipment may be operated prior to 7:00 a.m. or after 8:00 p.m.

If Scotch Broom or other noxious weeds develop seed pods prior to the October 1st following the mowing season, such weeds must be re-mowed or re-cut, as applicable, at the Lot Owner's expense, and at the direction of HHMC within fifteen days after notice from HHMC to the lot owner (which may be given at any time or from time to time – but not more than three times – on or before October 15th).

Every effort shall be made by the Lot Owner to remove or mark all mowing hazards, such as rocks, stakes, re-bar, holes, etc. Unmarked hazards may result in additional cost to the Lot Owner if the Mowing Contractor or other entity is required to mark such hazards.

6) Important Dates:

February 1:	Mowing election letters are sent to owners of undeveloped lots. The letters include legends reminding the owners that these are the only notices that will be sent and that the deadline for electing to participate is the last day of February.
Last day of February:	Deadline for electing to participate in intermediary arrangement.
March:	Mowing contract awarded at monthly Board meeting.
No later than March 15:	Mowing assessments mailed.
Approximately one month after mailing (on a date specified in the mailing):	Mowing assessments due.
May:	Notification (via The Highlander newsletter) of the HHMC Board-designated mowing period.

7) Failure to Comply:

For those property owners who mow their own lots or contract privately for mowing services, an inspection will be made by the Mowing Committee following the mowing completion deadline to determine whether the mowing has been performed in accordance with this Policy. If a property owner has failed to comply with this Policy, the owner will incur an automatic and irrevocable late charge of \$100 per lot and HHMC will arrange to have the owner's property mowed in compliance. If the lot has not otherwise been mowed in compliance by the time HHMC has it mowed, HHMC will assess the owner for such service. Such late charge, or late charge and assessment, will be due upon the owner's receipt of an invoice therefor.

A property owner who fails to re-mow or re-cut Scotch Broom or other noxious weeds on a timely basis following notice from HHMC will incur an automatic and irrevocable late charge of \$25 per lot and HHMC will arrange to have such weeds re-mowed or re-cut. If the weeds have not otherwise been re-mowed or re-cut by the time HHMC has them re-mowed or re-cut, HHMC will assess the owner for such service. Such late charge, or late charge and assessment, will be due upon the owner's receipt of an invoice therefore.

8) Administration of Assessments:

All assessments under this Policy will be administered in accordance with Board Policy 2-1: Assessments.

Developed Lots

- 1) A developed lot is a lot with a house completed or under construction on it. It also includes any undeveloped lot adjacent to a developed lot owned by the same owner if the undeveloped lot is groomed or landscaped and mowed on a regular and frequent basis by or for the owner.
- 2) It is the responsibility of owners of developed lots to control noxious weeds and tall dry grass, standing or cut, which presents a fire danger on their properties. The Mowing Committee will review progress in this area and advise any offending owner where there appears to be a problem. Remedies will be handled on a case-by-case basis.
- 3) If the owner of a DEVELOPED LOT wishes to independently hire the HHMC Mowing Contractor to perform work, the owner must contract directly with the Mowing Contractor, and NOT through HHMC. Further, that work shall be in compliance with the Lot Mowing Agreement (between the Mowing Contractor and HHMC) which states: "Contractor agrees not to perform any job for a third party (including any individual HHMC member) on a day when mowing for HHMC can be performed, without express written permission from HHMC (which HHMC may give or withhold in its sole discretion)."