

RIVERWOOD ATHLETIC CLUB COMMUNITY ASSOCIATION, INC.
RESOLUTION 2016 - 8

That the following resolution was adopted by unanimous written consent of the Board of Directors of Riverwood Athletic Club Community Association, Inc.(hereinafter "Association") as indicated below:

WHEREAS, pursuant to Section 5.2 of the Covenants (or Bylaws); The Board has the authority to maintain and irrigate the landscaping of the Common Area.

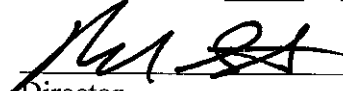
"RESOLVED, that the Board of Directors of the Association unanimously approved to repair the following for a cost of \$1,235.00:

1. Replace 13 broken rotors
2. Repair lateral line break located just past first intersection on the right.
3. Repair mainline break located just past the first intersection on the left.
4. Zone 11- Valve is stuck on. Locate and troubleshoot valve.

The foregoing action was approved without meeting by the Board of Directors of the Association by unanimous written agreement.

All Directors of the Association hereby certify that the foregoing is an accurate representation of the action of the Board of Directors.

This the 18th day of April, 2016.



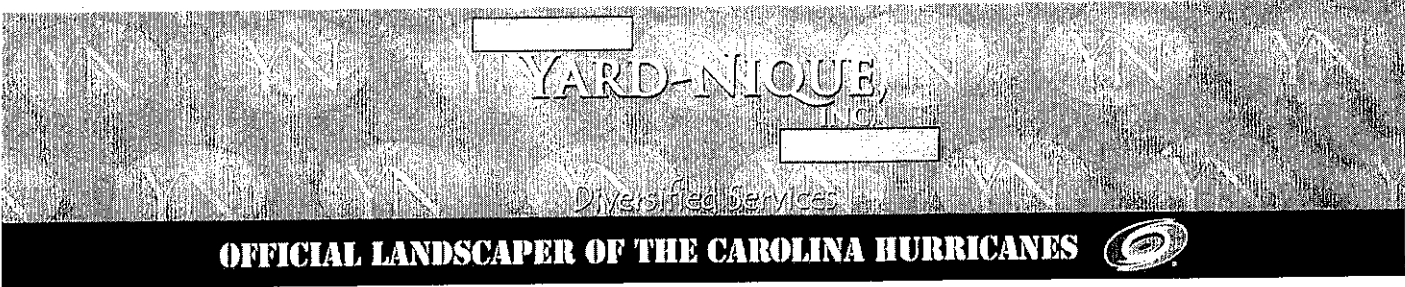
Director



Director



Director



April 8, 2016

Attn:

RE: Riverwood irrigation repairs

YARD-NIQUE, INC. Proposes the following repairs to the irrigation system:

Clock at main entrance

1. Replace 13 broken rotors
2. Repair lateral line break located just past the first intersection on the right
3. Repair mainline break located just past the first intersection on the left
4. Zone 11 – Valve is stuck on. Will need to locate and troubleshoot valve.

Total Cost: \$1,235.00

YARD-NIQUE, INC will provide the necessary personnel, equipment and supplies to carry out all work as stated above. All staff on site will ensure all work is performed to Industry and YARD-NIQUE, INC. standards. All work will be performed in a timely and safe manner. YARD-NIQUE, INC. is not responsible for Acts of God or vandalism to any landscape, night light or irrigation system installed. Irrigation systems will maintain a 1 year warranty. Night light installations will maintain a 6 month warranty. All plantings not covered by a functioning irrigation system or a watering contract will not have any warranty associated with them. YARD-NIQUE, INC. will insure all plants and materials are to industry standards. Payment will be due within 30 days of completion of project.

Customer/Agent Name

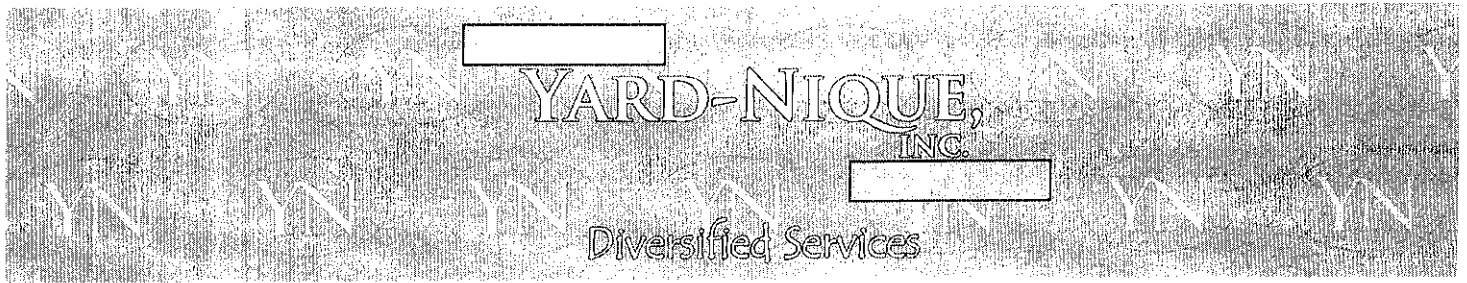
DATE

Adam Boyette

DATE

✓

Resolution



Yard-Nique is not responsible for Acts of God or Vandalism to any landscape, night lighting, or irrigation system installed. Yard-Nique will insure all plants and materials are to industry standards.

Irrigation:

New irrigation systems will maintain a 1 year warranty. Some items including the clock and rain sensor may have an extended manufacturer warranty and is separate from Yard-Nique's warranty. Normal system maintenance (shut down/start up) is not part of the 1 year warranty. Damage from mowers, vehicles, vandalism, and Acts of God are not covered under the 1 year warranty.

Lighting:

Night lighting installations will maintain a 6 month warranty. Lamps for lights are not covered under the warranty as they have a hour rating that they are subject to for normal wear and tear of the system.

Plantings:

All plantings not covered by a functioning watering system or a watering contract will have no warranty associated with them. All plants covered by a watering contract will have a warranty associated with them for the life of the watering contract. The client can purchase a warranty on the installed plant material which can be provided at time of estimate.

Plantings covered under an irrigation system will have a 1 year warranty associated with them as long as the cause of the death was not due to tampering with the site or irrigation system.

Plants will only be replaced one time with any of the above warranty options.

Sod:

Sod installed with no irrigation will have no warranty associated with it.

Sod covered under an irrigation system will have a 30 day warranty associated with them as long as the cause of the death was not due to tampering with the site or irrigation system.

Sod installed in the winter that has an irrigation system that is winterized will have no warranty associated with it.

Planting dormant sod will have no warranty associated with it. Client to assume responsibility.

Drainage:

Standing water in a typical yard has 24 hours to evaporate or move within a drainage swale before any warranty would be considered. Standing water in drainage swales in and around homes has 48 hours to evaporate or move to a community drainage swale before any warranty would be considered. Standing water in a community drainage swale has 72 hours to evaporate or move to sewers and drains before any warranty would be considered.

A transit will be set on site of a warranty claim to confirm the percentage of slope before any warranty would be considered.

If all of the above elements have been completed, Yard-Nique will then warranty any grading or drainage to make the necessary repairs.

Keith Heiner

Felix Callejas