

**Sixth Avenue West Estates Master Association, Inc
Mesa View Estates**

Open Space Fire Mitigation Policy

Effective Date: April 1, 2026

1. Purpose

The purpose of this Fire Mitigation Policy ("Policy") is to reduce wildfire risk to homes, common areas, and adjacent open space by allowing limited, controlled vegetation management within the Mesa View Open Space. This Policy is intended to promote public safety, protect property, and preserve environmental stability while minimizing erosion and habitat disturbance.

2. Authority

This Policy is adopted by the Sixth Avenue West Estates Master Association ("Association") pursuant to its authority to manage common areas and adopt reasonable rules for the protection of the community and its members.

3. Scope and Applicability

This Policy applies to all homeowners whose property boundaries abut the Mesa View Open Space, also known as the Common Areas (see attached map). The Association grants conditional approval for such homeowners to perform fire mitigation activities extending **up to twenty (20) feet beyond their property line** into the Mesa View Open Space, subject to the limitations and requirements set forth below.

4. Approved Fire Mitigation Activities

Homeowners may perform the following fire mitigation activities within the approved 20-foot mitigation zone:

- Mowing of grasses and weeds
- Removal of small standing and all dead or downed trees
- Removal of shrubs
- Removal of tree limbs and branches
- Removal of accumulated vegetative debris (e.g., leaf litter, fallen branches, woody debris)
- Removal of Juniper bushes & shrubs, live or dead.
- Pruning of lower branches of living trees/shrubs to remove ladder fuels- up to 6' of the base of a tree or no more than half the canopy height.
- Removal of shrubs (live or dead) under the canopy of live trees

All work must be conducted in a manner that minimizes soil disturbance and preserves slope stability.

5. Prohibited Activities

The following activities are **not permitted** under this Policy:

- Removal of living trees over three (3) inches in diameter or shrubs without prior written approval from the Architectural Review Committee.
- Removal of tree or shrub root systems where erosion, slope instability, or drainage impacts may occur
- Grading, trenching, or mechanical soil disturbance
- Use of heavy equipment, unless expressly approved by the Association
- Disposal of debris within the Mesa View Open Space

6. Erosion and Environmental Protection

Homeowners must take reasonable precautions to prevent erosion, including but not limited to:

- Retaining root systems of trees and shrubs where erosion is a concern
- Avoiding disturbance of established ground cover on slopes
- Performing work in a manner consistent with best practices for wildfire mitigation and land stewardship (mesaviewestates.org/Firewise)

If erosion or slope instability is observed or created as a result of mitigation activities, the homeowner may be required to implement corrective measures at their own expense.

7. Debris Removal and Disposal

All vegetation and debris generated by mitigation activities must be removed from the Mesa View Open Space and disposed of properly off-site. Stockpiling or dumping debris in open space areas is strictly prohibited.

8. Responsibility and Liability

Fire mitigation activities conducted under this Policy are performed at the homeowner's sole risk and expense. The Association assumes no liability for injuries, property damage, or environmental impacts resulting from homeowner-performed mitigation work.

Homeowners are responsible for ensuring that all activities comply with applicable local, state, and federal regulations.

If mitigation activities involve removing a large tree, a **stump, or any work that may disturb soil below ground level**, the homeowner must contact the appropriate **utility locate service (Colorado 811)** before beginning work. Utility locates must be completed and verified before excavation, stump removal, or other ground-disturbing activities occur.

Homeowners are responsible for any damage to underground utilities caused by mitigation work and must ensure that contractors or individuals performing such work comply with all utility locate requirements and safe excavation practices.

9. Enforcement

Failure to comply with this Policy may result in enforcement action by the Association, including but not limited to:

- Suspension of mitigation privileges
- Required restoration of disturbed areas
- Fines or other remedies as permitted under the Association's governing documents

10. Policy Review and Modification

This Policy may be reviewed and amended by the Board of Directors of the Sixth Avenue West Estates Master Association as conditions, regulations, or community needs change.

11. Resident Volunteer Informed Consent, Release, and Waiver Requirement

Prior to conducting any fire mitigation activities within the Mesa View Open Space under this Policy, homeowners must sign and submit the **Resident Volunteer Informed Consent, Release and Waiver, Agreement Not to Sue, and Indemnification and Hold Harmless Agreement** ("Volunteer Waiver").

The signed Volunteer Waiver must be received and approved by the Association before any work is performed within the open space mitigation area. Homeowners may not begin mitigation activities until this requirement has been satisfied.

By signing the Volunteer Waiver, homeowners acknowledge that mitigation activities are voluntary and performed at their own risk, and they agree to release, waive, indemnify, defend, and hold harmless the **Sixth Avenue West Estates Master Association**, its Board of Directors, officers, agents, representatives, and volunteers from any and all claims, damages, injuries, losses, liabilities, or expenses arising out of or related to the homeowner's mitigation activities within the Mesa View Open Space.

If contractors, family members, or other individuals assist with the mitigation work, the homeowner remains responsible for ensuring that all participants comply with this Policy and applicable safety requirements.

12. Contractor Insurance Requirement

If a homeowner hires a contractor or other third party to perform fire mitigation work within the Mesa View Open Space mitigation area, the homeowner is responsible for ensuring that the contractor is properly licensed and insured.

Prior to the commencement of any work, the contractor must maintain commercial general liability insurance and must name **Mesa View Estates and the Sixth Avenue West Estates Master Association, including its Board of Directors, officers, agents, and representatives, as Additional Insureds** under the contractor's insurance policy for activities performed within the open space mitigation area.

The homeowner must provide the Association with a **certificate of insurance evidencing the required coverage and Additional Insured status** before any contractor begins work. The certificate must remain valid throughout the mitigation activities.

Homeowners are responsible for ensuring that contractors comply with all requirements of this Policy, including safety practices, utility locate requirements, debris removal, and erosion protection.

The Association reserves the right to deny or halt mitigation work performed by contractors who fail to meet the insurance or policy requirements outlined herein.

CERTIFICATION:

The undersigned, respectively being President and Secretary of the Sixth Avenue West Master Association, Inc., Mesa View Estates, a Colorado nonprofit corporation, certify that the foregoing Policy was adopted by the Board of Directors at a duly called and held meeting of the Board on March 9, 2026, and in witness thereof, the undersigned have subscribed their names.

**SIXTH AVENUE WEST ESTATES MASTER ASSOCIATION, INC.
MESA VIEW ESTATES
a Colorado nonprofit corporation,**

By: 

President

Attest: 

Secretary

Mesa View Estates Master Association.
Resident Volunteer Informed Consent, Release and Waiver, Agreement Not to Sue, and Indemnification and Hold Harmless Agreement

Thank you for your interest in volunteering to use your time and energy to benefit Mesa View Estates Master Association (the "Association"). The Association and its management request your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following *Informed Consent, Release and Waiver, Agreement Not to Sue, and Indemnification and Hold Harmless Agreement* (hereinafter the "Informed Consent Agreement"). But for your agreement to the terms of this Informed Consent Agreement, the Association would not permit you to perform the services and activities contemplated by this Informed Consent Agreement, which include but are not limited to performing landscaping and/or wildfire risk mitigation work on a portion of the Association's common area open space ("Association Activities"). Therefore, by your signature on this Informed Consent Agreement, you agree to all of the terms and conditions stated below:

A. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK:

I, _____, a **resident volunteer** for Mesa View Estates Master Association, declare that I desire to provide services to, and on behalf of the Association, which may include physical labor while volunteering my time and efforts for the Association. In performing physical labor, I understand that I may be using one or more tools or pieces of equipment to assist me in my work, and that such tools or equipment may be provided by the Association, including, but not limited to, shovels, rakes, wheelbarrow, brooms, dollies, screwdrivers, hammers, saws, etc. Such tools and equipment may include any and all manner of mechanical or power equipment. I may also be requested, or voluntarily undertake, to move equipment, machinery, branches, debris, or other large, heavy objects. In consideration for being allowed to participate in Association Activities, I declare as follows:

1. I understand that undertaking these Association Activities may involve risk, including, but not necessarily limited to, strenuous physical activity, using equipment or machinery, exposure to extreme conditions and circumstances, contact with other participants and volunteers, exposure to natural or manmade objects, dangers arising from adverse weather conditions, imperfect facilities, equipment failure or faulty equipment, inadequate safety measures, volunteers and participants of varying skill levels, or situations beyond the immediate control of the Association.
2. I understand that each individual (myself included) has a different capacity for participating in such activities. I assume full responsibility during and after my participation for my choices to use or apply, at my own risk, any portion of the information or instruction I receive. I have read and agree to comply with the rules, regulations and instructions related to my activities and any related work or services that I perform.
3. I understand that part of the risk involved in undertaking any activity is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care, and skill with which I conduct myself in the activity. I acknowledge that my choice to engage in Association Activities brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care, and skill that I possess and use.
4. I acknowledge that I could be subjected to additional risks, both known and unknown, or undefined, not readily foreseeable and presently unknown risks and dangers. Those risks include but are not limited to the inherent risks of physical activities, acts of God, the forces of nature, or the negligent and reckless acts or omissions of other individuals. The risks may result in sickness or disease, temporary or permanent disability, paralysis, serious bodily injury, or loss of life, or loss of or damage to my personal property, or economic loss. Knowing all of this, I willfully and voluntarily assume the risks. I further acknowledge that the above lists are not inclusive of all possible risks associated with my activities and that in now way limits the extent or reach of this Agreement, it being the intent of this Agreement that I am assuming all known and unknown risks relating to or arising out of my activities.
5. I accept personal responsibility to always act in a safe manner and abide by the rules and regulations of the Association whenever I participate in these activities. I agree to immediately inform a representative of the activity or the Association, and stop undertaking the activity, if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort, or other symptoms. I understand that I may stop or delay my participation at any time if I so desire and that I may also be requested to stop and rest by any representative or employee who observes any symptoms of stress or abnormal response, and I agree to comply with such directions.

6. I understand that I am responsible for obtaining insurance coverage that best aligns with my personal needs and that the Association is not obligated to provide me with insurance coverage.
7. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent me from undertaking the activities, or use of equipment or machinery except as hereinafter stated. I understand that I have been strongly advised to obtain my physician's approval before engaging in activities. I also acknowledge that I have been strongly advised to obtain a yearly or more frequent physical examinations and to review with my physician the activities that are best suited for me. I understand that my decisions are voluntary, and that the Association does not have resources to review and is not responsible for reviewing my decision to engage in Association Activities. I acknowledge either that I have had a physical examination and have been given my physician's approval to engage in the Association Activities, or that I have elected to engage in the Association Activities without approval of my physician and hereby assume all risk and responsibility for performing the work and providing the services.
8. I agree to obtain public utility locates before doing any Association Activities involving digging, and before any of my agents or contractors do any digging anywhere on Association property. I acknowledge that the Association shall have no responsibility for damage resulting from failure to obtain or dig around public utility locates.
9. If I hire a third party to perform any portion of the work or provide any portion of the Association Activities, I agree to ensure that third party has in force statutorily required workers compensation coverage, and keeps in force throughout the performance of the work and/or services, and names the Association as an additional insured under,

- a. A General Liability insurance policy with the following minimum limits:

\$1,000,000 Each Occurrence Limit
 \$1,000,000 Personal Advertising and Injury Limit
 \$100,000 Fire Legal Liability Limit
 \$2,000,000 General Aggregate Limit (other than products - completed operations)
 \$1,000,000 Products & Completed Operations
 \$1,000,000 Automobile Liability
 \$2,000,000 Umbrella

(My contractor's policy shall name Association as Additional Insured with Products and Completed Operations Coverage using endorsement CG 20 10 11 85 or current version of CG 20 10 7/04 combined with CG 20 37 or equivalent, which shall apply as Primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured.)

- b. An Employers Liability insurance policy with the following minimum limits:

Bodily Injury by Accident - Each Accident	\$1,000,000
Bodily Injury by Disease - Each Employee	\$1,000,000
Bodily Injury by Disease - Policy Limit	\$1,000,000

B. RELEASE, WAIVER, AND AGREEMENT NOT TO SUE:

For purposes of this Informed Consent Agreement, the Association, its officers, agents, directors, members, managers, agents, and employees, and Association & Community Management and its agents, insurers, and employees are hereafter referred to as the "Protected Parties." On behalf of myself, my heirs, beneficiaries, dependents, and personal representatives, I release, waive, discharge, and agree not to sue, or make any claim against the Protected Parties, for any and all foreseen and unforeseen injuries, losses, actions, claims, liability, judgments, or damages of any kind and nature, including serious bodily injury or death, which I may suffer, and which I and my heirs, personal representatives, executors, administrators, successors, and assigns may now have, or have in the future, against the Protected Parties arising out of or in any way related to my activities, whether supervised or unsupervised, however the injuries, losses, accident, claim, death, or damage is caused, but not including injuries, losses, accidents, or claims caused in whole or in part by the negligent or reckless acts or omissions of the Protected Parties.

C. INDEMNIFICATION AND HOLD HARMLESS:

I agree to hold harmless, defend, indemnify, and reimburse the Protected Parties from all claims, losses, liabilities, or damages, including attorneys' fees, court costs, and other legal fees incurred by the Protected Parties made by me or by my heirs, personal representatives, executors, administrators, successors, and assigns, that arise from or out of my participation in Association Activities, but not including claims for liability caused in whole or in part by the negligent or reckless acts or omissions of the Protected Parties. I further agree that if, despite this Agreement, I, or anyone else on my behalf, including my heir, personal representatives, executors, administrators, successors, and assigns, makes a claim against any of the Protected Parties that is determined to be within the scope of this clause, I will indemnify, defend, and hold harmless each of the Protected Parties from any such claims which may be incurred by the Protected Parties as a result of such claim. The indemnification and hold harmless provisions contained in this Paragraph C shall not apply to claims, losses, liabilities, or damages arising out of or caused in whole or in part by the negligent or reckless acts or omissions of the Protected Parties.

I declare that the terms of this Informed Consent Agreement have been completely read and are fully understood by me, and that, if desired, I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release and Waiver, Agreement Not to Sue, and Indemnification and Hold Harmless Agreement.

Signature of Resident _____ Printed Name _____

Phone Number _____ Resident's Address _____

Email _____ Date _____

In case of emergency, please list a contact who does not reside in your home:

Contact Name: _____

Phone Number: _____ **Relationship to Resident:** _____