



Tree Removal Policy (Policy No. 21)

WHEREAS, Snoqualmie Ridge is a master planned community governed by Covenants, Conditions and Restrictions (Covenants), and the Snoqualmie Ridge Residential Owners Association (Association) owns real property within the community;

WHEREAS, trees grow on portions of the real property the Association owns, including the Common Areas as defined in the Covenants;

WHEREAS, the Association, as a tree owner, like the individual private lot Owners at Snoqualmie Ridge, has certain rights and obligations related to trees growing on its property;

WHEREAS, this Policy is intended to describe how the Association will discharge its obligations related to trees growing in its Common Areas; and

WHEREAS, this policy is not intended to address disputes between individual Owners of adjoining or neighboring lots concerning trees located on those individual lots but not in Association Common Areas;

NOW THEREFORE BE IT RESOLVED, that the following Policy is hereby adopted by the Board of Directors, subject to the Declarant's veto power:

POLICY

Section 1. Tree Inspections by Association: Common Area Trees

1.1 Inspections. The Association will periodically conduct inspections of the trees in its Common Areas and will take action it deems appropriate in response to information gathered from such inspections.

1.2 Association Arborist—Tree Removal or Alteration. If, after inspection, it appears a tree may pose an unreasonable danger to property of the Association or other persons, the Association may retain a certified arborist to conduct a formal inspection. If the arborist recommends removal of the tree in question, the arborist will prepare a report that satisfies local governmental requirements for a permit to remove the tree. The Association may then have the tree removed. If the arborist recommends cutting or other alteration of the tree instead of removing it, the Association will consider such other options.

Section 2. Owners' Complaint Process

2.1 Owner Complaint. If an Owner has concerns about the health or safety of a tree in a Common Area, the Owner may submit a written request to the Association's ROA Director. The request should **(i) identify the tree** or trees, and **(ii) describe in detail what the Owner believes is wrong with the tree** and any history of problems with the tree. If there could be a problem identifying the tree for persons other than the Owner, the

Owner should also tie a ribbon on a limb or around the trunk of the tree or otherwise identify the tree in a manner that does not damage or alter it so that the ROA Director or other persons may locate and inspect it.

2.2 Action Trees. If the ROA Director determines that the tree poses an unreasonable danger to property or persons, the Association may take appropriate actions to remove, cut or alter the tree.

2.3 Owner's Arborist. If, based on an Association arborist report or opinion or other reliable information, the ROA Director does not consider the tree in question dangerous, the Owner may secure, at Owner's expense, a report from a certified arborist with an opinion on whether the tree poses an unreasonable danger, and submit the report to the ROA Director.

2.4 Determination. After reviewing the Owner's arborist report and other reliable information, including any opinions or reports from the Association's separately consulted arborist, the ROA Director will determine whether the new information establishes that the tree is dangerous. If the ROA Director concludes that the tree is dangerous, the Association may have it removed, cut or otherwise altered.

If, after reviewing the Owner's arborist report and other information, the ROA Director concludes the tree in question is not dangerous, the Association may elect one of the following options:

- 1) If the Owner agrees to reimburse the Association for all costs related to removing, cutting or altering the tree, the Association may in its discretion remove, cut or alter the tree and bill the Owner for all related costs; or
- 2) The Association, in its discretion, leaves the tree as is.

Under no circumstances will an Owner remove or alter a tree located in the Common Area without the Association's prior written permission (except for emergency conditions set forth in Section 5 below).

Section 3. Emergency Tree Cutting or Alteration.

This Policy exists with the understanding that extreme weather or other conditions may arise in rare circumstances that require immediate action to deal with trees threatening serious property destruction or personal injury. One example is the "leaner"—a tree literally tilting over about to fall on a house. In such emergency conditions, an Owner may cut down or alter a tree in a Common Area without following normal procedures outlined in this Policy for responses to tree issues. Owners may do so only where a tree threatens imminent and serious personal injury or significant property damage. Owners shall also make reasonable, best efforts to preserve evidence and create a record that would allow the Association or its arborist to verify that the tree needed to be cut down due to the emergency circumstances. This might include photographs, allowing examination of the tree before it is removed from the premises, other eyewitnesses and so forth.

An Owner shall report tree removal or alteration under emergency conditions in writing to the ROA Director on the first business day following the emergency work. If the Association determines on the facts known to it that the work performed was not made necessary by an imminent threat of serious personal injury or significant property damage, the Association may consider appropriate action against the Owner.

Section 6. Effective Date.

This Tree Removal Policy shall take effect on the 15th day of December, 2007.

Policy #21
Adopted by the Board of Directors
Date: May 23, 2007