



RANCHO SAN CLEMENTE COMMUNITY ASSOCIATION

PROTOCOL AND GUIDELINES FOR REMOVAL OF TREE(S) LOCATED ON ASSOCIATION PROPERTY

The Board of Directors of the Rancho San Clemente Community Association ("Association") adopted the following Protocol and Guidelines relating to a Residential Lot Owner's claim of a view impairment by a tree(s) located on Association Property at the Board of Directors meeting on September 11, 2014:

1. Members owning a Residential Lot, the view from which they believe is being impaired by a tree(s) located on Association Property, shall submit a written tree trimming or tree removal request to the Association's Board of Directors, in care of Curtis Management. Forms are available on the Rancho San Clemente Community Association's website: <http://www.rscga.com/index.htm> or may be obtained by contacting Curtis Management Company (877) 587-9844.

Please Mail forms to: Rancho San Clemente Board of Directors
 c/o Sheryl Sharp, Curtis Management
 5050 Avenida Encinas, Suite 160
 Carlsbad, CA 92008

Or, E-mail to: ssharp@curtismanagement.com

The Member submitting the request must also submit photographs depicting the tree(s) for which the request is being made.

Curtis Management will mail a letter to the Member within fourteen (14) days to acknowledge receipt of a complete tree trimming or tree removal request and inform the Member that the Association's Executive Landscape Committee ("Committee") will perform an on-site inspection.

2. Following that inspection, the Committee will submit its written inspection report to the Association's Board of Directors for review and possible action at a future Board meeting. Each inspection report submitted by the Committee will be reviewed and considered by the Association's Board of Directors on a case-by-case basis, exercising its sole discretion, as set forth herein. If the Committee recommends that a tree should be removed, it shall also indicate to the Board as to whether or not the removal of the tree should be accompanied by planting of a new tree, either for aesthetic purposes and/or as may be required by the City. If the Committee finds that the tree should be replaced, it shall provide a further recommendation of a species or a selection of species for the Board's consideration, along with a recommendation for the location for planting of the replacement tree.
3. The Committee's written report will be scheduled on the agenda of a general session meeting following the Committee's inspection for Board consideration and action. The inspection and review process may take up to 90 days to complete.
4. The determination of whether an unreasonable view obstruction exists due to a tree upon Association Property shall be made by the Association's Board of Directors evaluating the circumstances presented for the particular claimed view obstruction, which may include, but not be limited to, balancing the nature of the view to be protected, the area of the Residential Lot from where the view is claimed to be obstructed, as well as the effect on the aesthetics of the community and the local environment, and the interests of the Membership as a whole. The Board of Directors shall also consider whether the removal of a tree and/or trimming of a tree will improve the

unreasonable view obstruction. The Association's Board of Directors has the sole discretion and authority to determine whether the claimed unreasonable view obstruction exists and the method(s) to abate and/or mitigate such claimed view obstruction. Reasonable and appropriate consideration will first be given to attempt to preserve the tree(s) by such means as pruning, trimming or thinning, according to horticultural standards.

5. The Board will review the Committee's written report and determine a course of action at the meeting. Any tree maintained upon Association Property may either be removed or otherwise trimmed or altered to the satisfaction of the Association's Board of Directors, if the Board of Directors determines that the maintenance of such tree, in its then existing state, creates an unreasonable view obstruction. The Board's action may be to decline to do anything, table for further study or information, trim or otherwise alter the tree, replace the tree, or have the tree removed.
6. If a tree is approved for removal and a determination is made that a replacement tree will need to be planted to mitigate the removal of the tree, the Board may approve the species and location of planting of the replacement tree at the time that it approves the tree removal, or the Board may defer the decision on replacement to another time.
7. Those trees for which alteration or removal are approved by the Board will be put on a list for action, and the order in which the approved action is scheduled will be in an order of priority as determined by the Board. The order of priority for approved actions may from time to time be reassessed and re-prioritized at the discretion of the Board. The setting of priorities by the Board for the determined action may be influenced by but not limited to factors that include the date of receipt of the property owner's request, the number of properties affected by a tree, the number of trees involved in a given location, potential damage to personal property and/or an impending threat to public safety presented by the tree(s), and the resources available to Association to implement the approved action.
8. Following the Board's decision on a course of action, the Board will inform the property owner in writing of its decision, and if trimming/removal has been approved.
9. After the Board has approved the removal of a tree, the owner will pay for the actual cost of the removal and planting of a replacement tree. The full cost of tree removal and replacement—determined by the Association's approved arborist's bid—must be returned with the Tree Trimming and Removal Waiver and Release Agreement and received by the Association prior to scheduling the tree trimming/removal. The tree will be scheduled for trimming/removal 30 days after depositing the owner's check.

The full amount, less the Association's out-of-pocket costs, will be refunded to the property owner only if:

- a) a written request for refund is received the Association at least 48 hours prior to the scheduled tree removal, or
 - b) approval of the tree's removal is reversed by the Board, or
 - c) the approved removal is not completed within 6 months of the receipt of the homeowner's payment. Receipt of payment for tree removal and/or replacement from a property owner will not extend to the property owner any right to approve or reject any selection of species or the location of planting of any replacement tree which may be deemed necessary and which shall remain the sole right and at the discretion of the Board.
10. The Association's Board of Directors shall continue to have the sole and exclusive discretion and determination concerning the method and frequency of the maintenance or routine trimming of trees and vegetation upon the Association Property.