

TREE REMOVAL PROCEDURE FOR RESIDENT FUNDED REMOVAL

If a Resident has substantial reason to remove or prune a tree in the front yard and is willing to fund the work the following procedure must be followed. The HOA values our mature trees so decisions to remove must not be made lightly.

1. Fill out a request for Landscape Attention outlining what you would like to have done and the reasons for the changes, removal
2. State on the form that you are willing to fund the work
3. If the request is for minor pruning the Landscape committee can make the decision to allow the work to proceed.
4. If the request is for tree removal the request must be taken to the Board for approval
 - a. If the tree is the major tree in the front yard it must be replaced with another significant tree the type approved by the landscape committee and Board
 - b. There must be an imperative reason for the tree removal. (Just not liking the tree is not sufficient reason) such as damage to walkways or driveways from tree roots
 - c. The Agreement, “Agreement Regarding Removal of Trees” must be signed by the homeowner prior to work starting.

AGREEMENT REGARDING REMOVAL OF TREES

Whereas Homeowner(s) (_____ and _____) desire(s) to remove a tree in the front yard of their property located at _____, and permission of the Chantarelle Homeowners Association (“HOA”) for removal of such trees is required by the HOA Covenants Conditions and Restrictions (“CC&Rs”), Homeowner(s) and the HOA hereby agree to the following:

Homeowner(s) may remove the tree on the front lawn of their property, address noted above, provided that said removal is done by a licensed contractor, licensed in the work of trimming and removal of trees, which contractor shall be insured for liability to a minimum of \$1,000, 000 per person, for bodily injury, and like limits for property, damage, and provided further that the contractor provides proof of appropriate licensure, and proof of liability insurance for bodily injury and property damage as referenced above.

By signing this agreement, Homeowner(s) agree(s) that all work done in the removal of the tree, and its stump, will be performed between the hours of 8:00 a.m. and 5:00 p.m. Homeowner(s) further agree(s) that upon completion of the removal of the tree and stump, the tree shall be replaced at Homeowner(s)’ expense with a tree of a size and species approved by the HOA Landscape Committee, and that Homeowner(s) will repair any damage to the lawn and landscape resulting from said removal and replacement. It is further agreed that all work of removal and replacement shall be done at Homeowner(s)’ expense and further agreed that the replacement tree shall be maintained by the HOA in accordance with CC&Rs sections 5.1.A(2) and 6.3.

Homeowner(s) further agree(s) to protect, indemnify and hold harmless HOA from any and all claims, suits, or judgments, of any kind or nature, including attorneys’ fees and costs of suit, which may arise from the work of removal of the tree, its stump, or replacement of the tree.

Dated: _____
Homeowner

Dated: _____
Homeowner

Dated: _____
Chantarelle Homeowners Association