

Title: Tree Trimming

I. Purpose The purposes of this Tree Policy are to:

1. identify a **Tree Policy** that is in compliance with the ordinances, rules, and regulations of the Town of Beach Mountain (TBM);
2. provide substantive requirements and criterion applicable to all **Tree Work**;
3. provide procedural rules and regulations applicable to all **Tree Work**;
4. designate qualified primary and secondary **Tree Cutters** to whom the HBV Board can turn to and rely upon for advice regarding regular **Tree Management** and **Tree Work**; and
5. provide to all potentially affected unit owners **Notice** of any and all proposed **Tree Work**.

II. DEFINITIONS

1. **Tree Work.** Any activity relative to **Tree Removal** and/or **Tree Trimming**.
2. **Property Manager.** The person designated by the HBV Board to ensure compliance with the stated purposes, criterion, requirements, and procedural rules of this **Tree Policy**.
3. **Tree Cutters.** The persons or entities designated by the HBV Board to furnish and perform **Tree Work** for and on behalf of HBV and/or the individual unit owners. The HBV Board shall designate a primary and secondary **Tree Cutter** so as to provide the unit owners with a choice. The primary and secondary **Tree Cutters** shall be certified arborists and shall also be registered with the TBM.
4. **Tree Management.** The cutting down and removal of an entire tree or the cutting off and removal of tree parts that a) are either diseased or damaged; b) pose a hazard or potential danger to homeowners, adjacent trees or property; c) stunt or retard the growth or development of other trees or shrubbery; and/or d) block the view of the homeowner(s).
5. **Tree Removal Work.** The cutting down and removal of an entire tree, including any and all residual debris, that is either a) diseased or damaged; b) pose a hazard or potential danger to homeowners, adjacent trees, or property; or c) stunt or retard the growth or development of other trees or shrubbery.
6. **Tree Trimming Work.** The cutting off and removal of various tree parts, including any and all residual debris, that are either a) diseased or damaged; b) pose a hazard or potential danger to homeowners, adjacent trees, or property; c) stunt or retard the growth or development of other trees or shrubbery; or d) block the view of the homeowner(s).
7. **Tree Removal Application.** A request for **Tree Removal Work** using Form 1 appended hereto and containing all of the required information, statements, and signatures.
8. **Tree Trimming Application.** A request for **Tree Trimming Work** using Form 2 appended hereto and containing all of the required information, statements, and signatures.
9. **Applicant(s).** The unit owner(s) submitting the **Tree Removal Application** or **Tree Trimming Application** and responsible for making all arrangements and paying all costs relative to the **Tree Work**.

III. TREE REMOVAL CRITERION

1. No **Tree Removal Work** shall be performed except in keeping with and for the reasons set forth in the ordinances, rules, and regulations of the TBM and/or this **Tree Policy**.
2. All **Tree Removal Work** shall be performed only by a designated **Tree Cutter**.
3. The **Applicant(s)** shall make all arrangements for services and payment.
4. All **Tree Removal Applications** must contain the **Tree Cutter's** good faith statement as to why the **Tree Removal Work** is necessary.
5. No **Tree Removal Work** shall be performed without the prior written approvals of the TBM and the HBV Board.
6. The **Tree Removal Work**, including the clean up of all debris, shall be started and completed on the same day.
7. The violation of this **Section III** shall subject the offender to being assessed a civil penalty in the amount of \$500 per tree. In addition, the violator shall be required, at the violator's sole expense, to replace the tree removed with such trees or shrubs as may be determined to be appropriate by the HBV Board.

IV. TREE TRIMMING CRITERION

1. No **Tree Trimming Work** shall be performed except in keeping with and for the reasons set forth in the ordinances, rules, and regulations of the TBM and/or this **Tree Policy**.
2. All **Tree Trimming Work** shall be performed only by a designated **Tree Cutter**.
3. The **Applicant(s)** shall make all arrangements for services and payment.
4. No **Tree Trimming Work** shall be performed unless the **Tree Cutter** certifies that, in his good faith opinion, the proposed activities will not a) result in an unsightly "crew-cut effect" of the tree(s); b) mutilation, death, or destruction of the tree(s); or c) substantially diminish the overall beauty of the premises.
 - o Because of the uncertainty associated with **Tree Trimming Work** and the inability of even a qualified arborist to predict what will be the ultimate result of **Tree Trimming Work**, the signing of a good faith statement on the **Tree Trimming Application** or the submission of it by the **Applicant(s)** or the approval of it by the HBV Board shall not be deemed by any means or under any circumstances as a guarantee that the proposed activities will have no ultimate impact upon the tree's future health or life expectancy.
5. The **Tree Trimming Work**, including the clean up of all debris, shall be started and completed on the same day.
6. The violation of this **Section IV** shall subject the offender to being assessed a civil penalty in the amount of \$500 per tree.

V. OTHER CRITERION

1. All **Tree Removal Work** and **Tree Trimming Work** must be scheduled between the dates of September 30 and November 25 unless the HBV Board approves the removal of a diseased, dead, or dying tree at another time upon recommendation of a designated **Tree Cutter**.

2. The **Tree Cutter** must check in with the **Property Manager** on the day the **Tree Work** is actually performed and prior the performance of any **Tree Work**.
3. The **Property Manager** shall observe and supervise the **Tree Work** while it is being performed to ensure full compliance with this **Tree Policy** and shall inspect and approve the **Tree Work** before the **Tree Cutter** leaves the premises.

VI. PROCEDURAL RULES/REQUIREMENTS

1. **Approved Tree Cutters.** The **Property Manager** shall keep on file the names of the HBV Board's designated **Tree Cutters** and other empirical information about them (brochures, pamphlets, circulations, etc.), and, upon request, furnish such information to the unit owner(s).
2. **Notice and Manner of Service.** Immediately upon receipt of a **Tree Removal Application** or **Tree Trimming Application**, the **Property Manager** shall circulate it via e-mail to all those potentially-affected unit owners that have an e-mail address and/or via regular mail to all those who do not have an e-mail address. The **Applicants** shall prepay all copying and/or postage charges associated with the giving of notice.
3. **Certificate of Service.** Within 5 days of the date **Notice** is given, the **Property Manager** shall certify via e-mail to the HBV Board that all affected unit owners have been served, stating the date of service.
4. **Objections.** Any potentially affected unit owner may file an objection in writing with the **Property Manager** within 15 days from the date **Notice** is given, stating specifically how or why he, she, or they believe the proposed **Tree Work** will not be in keeping with the purposes and/or criterion of this **Tree Policy**.
5. **Waiver.** A unit owner waives all **Objections** that are not presented to the **Property Manager** within 15 days from the date **Notice** is given. The **Property Manager** shall circulate via e-mail any and all **Objections** to the HBV Board immediately upon receipt.
6. **Board Action.** Within 30 days from the date **Notice** is given, the HBV Board shall act upon the **Application**. The HBV Board shall not deny any proposed **Tree Work** based on any timely-filed objection unless presented with clear and convincing evidence showing that the proposed **Tree Work** will not be in keeping with the purposes and/or criterion set forth herein.
7. **Record Keeping.** The **Property Manager** shall keep all **Applications** and **Objections** on file for future reference and shall make them available to any unit owner or real estate agent upon request.

APPENDIX

GENERAL INSTRUCTIONS/REQUIREMENTS

1. All **Tree Work** must be performed in keeping with the ordinances, rules, regulations, and guidelines of the Town of Beech Mountain and HBV's **Tree Policy**.
2. All **Tree Removal Applications** must contain the **Tree Cutter's** good faith statement as to why the **Tree Removal Work** is necessary.
3. All **Tree Trimming Applications** must contain the **Tree Cutter's** good faith statement that, in his good faith opinion, the proposed activities will not result in an unsightly "crew-cut effect" of the tree(s); mutilation, death, or destruction of the tree(s); or substantially diminish the overall beauty of the premises.
4. No **Application** will be approved unless it is completely filled out and signed by all participating unit owners and the **Tree Cutter**.
5. All **Applications** must be accompanied by the prior written approval of the Town of Beech Mountain.
6. Before any **Tree Work** is performed, the **Tree Cutter** must check in with the **Property Manager**.
7. The **Property Manager** shall observe and supervise the **Tree Work** while it is being performed to ensure full compliance with this **Tree Policy** and shall inspect and approve the **Tree Work** before the **Tree Cutter** leaves the premises.

TREE TRIMMING/REMOVAL APPLICATION (FORM 1)

Pursuant to HBV's **Tree Policy**, the undersigned unit owner(s) hereby make(s) application for **Tree Trimming/Removal** based on the following statements:

- 1. Party/Parties responsible for payment:
- 2. **Tree Cutter:**
- 3. Tree(s) Involved (*state locations, species, and quoted price(s)*):
- 4. **Tree Cutter's** good faith statement:

As evidenced by my signature below, I hereby certify that the proposed **Tree Trimming/Removal** is necessary for the following reason(s):

- 5. Date or Time Frame (state approximate date or time frame in which removal is scheduled to occur):

Signature(s) of all participating unit owners:

Signature of **Tree Cutter**:

Board's Action:

Granted

Not granted for the following (incurable) (curable) reason(s):

TREE TRIMMING APPLICATION (FORM 2)

Pursuant to HBV's **Tree Policy**, the undersigned unit owner(s) hereby make(s) application for **Tree Trimming** based on the following statements:

- 1. Party/Parties responsible for payment:
- 2. **Tree Cutter:**
- 3. Tree(s) Involved (*state locations, species, and quoted prices*):
- 4. **Tree Cutter's** good faith statement:

As evidenced by my signature below, I hereby certify that the proposed Trimming will be performed in keeping with the **Tree Trimming Criterion** set forth in the HBV **Tree Policy** and will not, in my good faith opinion, a) result in an unsightly "crew-cut effect" of the tree(s); b) mutilation, death, or destruction of the tree(s); c) substantially diminish the overall beauty of the premises, or d) adversely affect the view, foliage, beauty, or sound-protection of the lower units.

*Disclaimer: Because of the uncertainty associated with **Tree Trimming** and the inability of even a qualified arborist to predict what will be the ultimate result of **Tree Trimming**, the signing of this Application or the submission of it by the **Applicant(s)** or the granting of it by the HBV Board shall not be deemed by any means or under any circumstances as a guaranty, warranty, or representation that the proposed activities will have no ultimate impact upon the tree's future health or life expectancy.*

- 5. Date or Time Frame (*state approximate date or time frame in which removal is scheduled to occur*):

Signatures:

Party or parties responsible: _____

Tree Cutter: _____

Board's Findings

Granted

Not granted for the following (curable) (incurable) reason(s):