

HILLCREST CLUSTER ASSOCIATION, INC.

POLICY RESOLUTION NO. 2021-02

Tree Removal & Emergency Response

WHEREAS, the Hillcrest Cluster Association (“Cluster Association”) was created by recordation of the relevant deed (book 7624, page 0429) which deed is subject to the Reston Association covenants as amended; and

WHEREAS, Article VII, Section VII.1 of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (book 18419, page 1226) (“First Amendment”) establish that portions of the Reston Association Property may be organized as Clusters, such as Hillcrest Cluster Association, with obligations created by the Cluster’s Articles of Incorporation, Bylaws; and furthermore that the purpose of a Cluster Association is to own, manage and provide Upkeep for Cluster Common Area, promote the peace, comfort, safety, and general welfare of the Owners and Occupants of the Cluster, represent its Members as a group in matters related to the Association, and collect and disburse the Cluster Assessments and charges; and

WHEREAS, Article VII, Section VII.1 of the First Amendment establishes that each Cluster shall be governed by a board of directors, consistent with its Cluster governing documents, and the Board shall have all powers needed to carry out the purposes of the Cluster Association; and

WHEREAS, Article VII, Section VII.2 of the First Amendment establish the right of the Cluster Board to establish reasonable charges for the use of parking, and other facilities on the Cluster Common Area; and

WHEREAS, the Cluster Association is located within an official Backyard Wildlife Habitat Site, certified by the National Wildlife Federation, with an increasing number of mature trees, which represent an increasing risk of damage to neighboring properties as a result of weather conditions; and

WHEREAS, the Board deems it desirable to provide a policy to articulate the conditions of removal for a tree, tree maintenance within Cluster Common Areas, or the responsibility of parties in the event of an tree emergency; and

WHEREAS, there is a need to establish reasonable rules and regulations regarding the prioritization and approval of tree work within the Cluster Association;

NOW THEREFORE BE IT RESOLVED, the Association’s Board of Directors adopts the following Rules and Regulations with respect to tree maintenance, removal, and emergency response.

I. DEFINITIONS

1. “Tree” refers to any plant species classified as a tree by a professional arborist.
2. “Common Area Property” refers to property owned and maintained by the Cluster which is accessible to all members of the Cluster Association and does not fall within the deed of any individual member homeowner property.

3. "Dead" refers to any tree which has reached the end of its usable reliable life, representing a risk of falling or damage to surrounding property.

II. RULES & REGULATIONS

A. General Policies

1. The safety of persons and property is the first and most important priority. Accordingly, all owners, guests, visitors, tenants, and family members who use and/or traverse parts of the Cluster Association should use caution near damaged trees, or branches.

B. Conditions for Removal

1. A Tree located within the boundaries of a Lot may be removed by the owner of the Lot only in compliance with the conditions and standards described by the design standards of the Hillcrest Cluster Association and Reston Association. These standards articulate which trees may and may not be removed without a Design Review Board ("DRB") Application submitted to the Reston Association. Note that this process may result in the requirement of the planting of a replacement tree according to the Reston Association DRB decision.
2. Trees may be removed by the Cluster Board of Directors from Common Area Property according to the conditions and standards described within the design standards of the Reston Association, which articulate which trees may and may not be removed without a DRB Application submitted to Reston Association. Note that this process may result in the requirement of the planting of a replacement tree according to the Reston Association DRB decision.
 - a. Pursuant to these standards, the Cluster Association has the right to remove any tree which is dead and not shown on a DRB-approved landscaping plan.
 - b. Dead trees will be identified and documented by the professional opinion of a certified arborist hired by the Cluster.
 - c. The Board may elect to remove a living tree via a Reston Association DRB application, if there is concern by the Board that the tree meets any of the conditions below:
 - i. There is uncertainty about the health of the tree, and it represents a risk to private Lot, structure, or Cluster Association property.
 - ii. The tree is a mature tree, with a documented history of its age that would align in the later quarter of the average lifespan of similar trees within the same species.
 - iii. The tree represents immediate or ongoing risk to a private Lot, structure or Cluster Association property without the provision of ample space available to ensure the health and prosperity of the tree.
 - d. Any dead tree will be prioritized for removal from Common Area Property within the budget constraints and considerations of the Cluster Association management.
3. Homeowners are encouraged to communicate their concern regarding specific trees that would fall within the conditions described herein to the Board of Directors. The Board of Directors will make reasonable efforts to obtain a professional opinion about the tree(s) in question, and follow their recommendations within the conditions of the

Reston Association Design Standard requirements, and the limits of the HCA annual budget.

C. Conditions for Maintenance

1. Trees may be trimmed, pruned, and maintained by a homeowner within their Lot's boundaries at their expense without a DRB application regardless of the health of the tree/branch. This includes caring for, pruning, and or safely removing branches which extend into their property line from neighboring or Cluster Association Common Area property.
2. The Cluster Board will make reasonable efforts to trim, prune, and maintain trees located on Cluster Association Common Area if they meet the conditions below:
 - a. A branch or major tree limb has been indicated as dead or at risk of falling by the certified arborist who works for the Cluster Association.
 - b. A branch or major tree limb is dead and already separated from the tree, but suspended within the other branches, representing a risk of falling.
 - c. Removal of the branch or major tree limb would otherwise promote the health and prosperity of the tree in question.
 - d. A branch or major tree limb interferes with the ingress, egress, or movement of any pedestrian or motor vehicle.
 - e. A branch or major tree limb is in physical contact with private property, representing risk or damage to private property.
3. Removal of dead tree branches and or other tree maintenance shall be prioritized for removal from Cluster Association Common Area property within the budget constraints and considerations of the Cluster management according to the guidance and recommendations of the certified arborist on contract to the Cluster Board.

D. Determination of Ownership

1. Trees located within the boundaries of a Lot are owned by the Lot Owner, and are the responsibility of the Lot Owner to maintain in a reasonable manner. Lot Owners must maintain trees in a manner that reasonably prevents nuisances and/or property damage occurring from a tree or limb falling. The Cluster Board and any Lot Owner may notify the owner of a tree of any apparent need for maintenance or removal.
2. Trees located on the Cluster Association Common Area property are the responsibility of the Cluster Association. The Cluster Board will make reasonable efforts to maintain such trees. Lot Owners may notify the Cluster Board of any apparent need for maintenance or removal.
3. If either a Lot Owner or the Cluster Board are unclear about whether a tree is located within the boundaries of a Lot, or within the Cluster Association Common Area property, the Cluster Board and Lot owner will make reasonable efforts to agree about the manner in which they will determine the tree's location. Examples of ways to identify location include each party studying relevant plats and plans, and/or engagement of a land surveyor, with each party paying half the cost.

E. Emergency Response Procedures

1. In the event of an emergency caused by the fall of a tree, branch or major tree limb on to Common Area Property, the Cluster will follow the following procedure:

- a. If the tree is owned by the Cluster Association, the tree will be removed by a professional arborist as soon as safely possible at the Cluster Association's expense.
 - b. If the tree is owned by RA, the Cluster Association will notify RA of RA's need to have the tree removed by a professional arborist as soon as safely possible, subject to relevant RA policies, rules, covenants. The Cluster Association reserves the right to seek the recovery of expenses from RA and/or from the party that the Cluster Association believes to be responsible.
 - c. If the tree is owned by a Lot Owner within the Cluster Association, the Lot Owner must have the tree removed by a professional arborist as soon as safely possible, at the Lot Owner's expense. The Cluster Board reserves the right, after notice to the relevant Lot Owner, to seek self help and have the tree removed if, in the Cluster Board's discretion, time is of the essence to avoid injury. In this event, the Cluster Association reserves its rights to seek recovery of all related costs from the owner of the tree.
2. In the event of an emergency caused by the fall of a tree/branch or major tree limb on to private property, the Cluster encourages Lot Owners to do the following:
- a. Contact the Lot Owner's insurance company immediately to report the incident, and obtain insurance coverage information. The insurance company is likely to provide specific instructions and timeline about its role in removing the tree and repairing damages.
 - b. If the fallen tree or branch was originally located on the affected individual's Lot, the Lot owner will be responsible for the removal of the tree or branch, and repair of any affected areas and/or structures.
 - c. If the fallen tree or branch was originally located on the neighboring Lot, the owner of the tree, and the Lot owner affected by the fallen tree or branch are jointly and severally responsible to determine the manner of tree/branch removal and repairs, and who will pay for same.
 - d. If the fallen tree or branch originated from Cluster Association Common Area property, the Cluster Association reserves all rights to require affected Lot Owners to remove any part of the tree(s) that fell onto the affected party's Lot at the affected Lot owner's cost and expense. Further, all affected Lot Owners may be responsible for all damage resulting from a tree or branch falling onto their Lot. The exception to this is if a qualified tree professional working for the Cluster Association has documented that the tree is damaged, diseased, and should be removed prior to the tree or branch falling, and if the Cluster Association Board was made aware of this opinion.

F. Procedures for Risk Mitigation by the Board of Directors

1. In order to mitigate future risk from trees, the Cluster Association Board is committed to taking the following actions:
 - a. Consult with landscaping professionals before planting trees to decrease the likelihood of modification and removal in the future and ensure the tree has ample room to successfully grow and prosper where planted.

- b. Perform a minimum of one (1) annual review of all trees on the property with a certified arborist to maintain a prioritized inventory of those trees in need of removal, pruning, trimming, or other maintenance.
- c. Budget permitting, the Board will consider submitting a DRB Application for the removal and replacement of an existing mature tree nearing the end of its expected lifespan to introduce a phased approach for the removal of trees nearing the end of their lives, and possibly posing a risk of falling and causing damage.

This Policy Resolution shall be effective as of the 5th day of November, 2021.

The Hillcrest Cluster Association

The undersigned being the President of the Association certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on this November 4, 2021 and witness thereof, the undersigned has subscribed his/her name.



Nathan Hagan, President

**THE HILLCREST CLUSTER ASSOCIATION COUNCIL OF CO-OWNERS
RESOLUTIONS ACTION RECORD**

Resolution Type Policy.

Pertaining to: Tree Removal & Emergency Response

Duly adopted at a meeting of the Board of Directors of Hillcrest Cluster Association held November 4th, 2021.

Motion by: Nathan Hagan Seconded by: Chris Topoleski

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>Nathan Hagan</u> President	<u>X</u>	_____	_____	_____
<u>Ben Miller</u> Vice President	_____	_____	_____	<u>X</u>
<u>Greg Overkamp</u> Treasurer	<u>X</u>	_____	_____	_____
<u>Chris Topoleski</u> Secretary	<u>X</u>	_____	_____	_____
<u>Alexandra Schlesinger</u> Director	<u>X</u>	_____	_____	_____
<u>Sonia Patterson</u> Director	<u>X</u>	_____	_____	_____
<u>Amir Golalipour</u> Director	<u>X</u>	_____	_____	_____

ATTEST:

Chris Topoleski
Secretary
File:

November 4, 2021
Date

Resolution Effective November 5, 2021