

Rancho Escondido Homeowners, Inc.

525 W. El Norte Parkway
Escondido, CA. 92026

office (760) 746-5000

**Tree Removal
and Replacement
Architectural
Alteration
Requisition
and
Guidelines**

TABLE OF CONTENTS

Procedures for the Removal and Replacement of Trees

Maintenance to Trees, Removal and Replacement Policy

Type of (Board) Approved Trees

Architectural Alteration Requisition (TREES)

Insurance Information Sheet

Agreement Regarding Tree Replacement

Alteration General Conditions

Addendum "B": Installation of Trees on New Home Lots

6/01/12

MAINTENANCE TO TREES, REMOVAL & REPLACEMENT POLICY

REMOVAL & REPLACEMENT:

Article VII, Section 7.10 of the Association's CC&R's provides that no landscaping of any yard or patio that is visible from the street or from the Common Area shall be undertaken by any owner without the prior written permission of the Board or the Architectural Control Committee. In a legal opinion by our legal representative, Epsten & Grinnel (3/16/99), "this provision prohibits an owner from planting and/or removing trees from these areas without Board consent." Therefore, any removal of any tree(s) must be first approved by the Landscaping Committee and the Board of Directors and be replaced with another tree(s). The request form and a list of approved trees are located in the Park office. If a property owner desires any other type of tree be placed on his/her property, the owner must first get a written approval from the Board. Removal of the tree(s) is at the property owner's expense; stump must be ground down or removed. The Park accepts no liability for damage done on private property from these trees.

MAINTENANCE:

Original trees planted by the Park are owned by the current landowner of the plot where the tree is located. The Landscape Committee has identified those trees it will maintain with the agreement of the landowner. Frequency of the trimming is at the discretion of the Board as budget allows. If the property owner wishes to trim the original tree(s) him/herself, it is at the owner's expense, and the property owner must have the trimming done by a Board approved professional tree trimmer to ensure the Park's beauty continues.

Also, it is the responsibility of the property owner to keep branches trimmed that extend beyond the curb line to avoid damage to vehicles as well as those that may extend toward a coach or awning. It is the property owner's responsibility if these branches are not trimmed and cause any damage to a person, vehicle or coach.

There are several types of trees that tend to come up and grow voluntarily. If these trees are allowed to grow unabated in areas inappropriate for trees, they become expensive problems. It is the property owner's responsibility to remove any "volunteer" trees from their property while the tree is very small so that property damage can be averted. In the event these trees are allowed to grow large enough to cause property damage, it is the property owner's responsibility to mitigate the damage.

Board Approved July 06, 2012

ADDENDUM "B"

Installation of Trees on New Home Lots

The following information was voted on by the Board April 15, 2008 for the sole purpose of preventing our Park of being stripped of trees when new homes go in. This policy will be strictly enforced.

When a new home is installed on a lot, it must be accompanied by a new tree if any existing trees were removed to accommodate the new home installation. If the property has a tree and the tree is left there then a new one is not needed if the tree is on the front or side area. Any back yard trees will be handled on a one on one basis with the Park to have the final say so.

The Park will provide a list of approved trees and the sizes that are approved. All trees must be 15 gallon or larger, healthy and planted properly in an approved area on the lot by the Park and the person installing the new home. The new tree must be on the plot plan that goes to the City.

If a tree cannot possibly be planted on the property, the new tree will be planted within the Park at the Park's/HOA discretion.

Board Approved June 01, 2008

Type of Approved Trees: For Restricted Space Areas

- | | |
|--|---|
| 1. Pygmy Date Palm - E
(roebelenii) | 10. Strawberry Tree - E
(arbutus marina) |
| 2. Crape Myrtle - D
(lagerstroemia) | 11. Peppermint Willow - E
(agonis flexuosa) |
| 3. Red Bud - D
(cercis) | 12. Willow Pittasporum - E
(pilloporum angustifolium) |
| 4. White Bark Birch - D
(betula pendula) | 13. Evergreen Pear Tree - E
(pyrus kawakamii) |
| 5. Chinese Flame Tree - D
(Koelreuteria bipinnata) | 14. California Privet - E
(Ligustrum ovalifolium) |
| 6. Bronze Loquat - E
(eriobotrya deflexa) | 15. Little Gem - E
(Magnolia grandiflora) |
| 7. Maidenhair Tree - D
(ginko biloba) | 16. Matyen Tree - E
(Maytenus boaria) |
| 8. Fire Wheel Tree - E
(stenocarpus sinuatus) | 17. Majestic Beauty - E
(Raphiolepis Indica) |
| 9. Purple Leaf Plum - D
(prunus blireiana) | |

NOTE:

Before you definitely decide on a particular tree, please consult with the Landscape Committee.

For The Following Reasons:

1. Some trees require more space than others.
2. Some trees are messier than others.
3. Some require more maintenance.

If you desire a tree other than those listed above, please check with the Landscape Committee.

Control # _____

AGREEMENT REGARDING TREE REPLACEMENT

Date: __/__/__

Lot #: _____

Name: _____

Qty: _____ Type of Tree: _____

Removal Location: _____

To be replaced within thirty (30) days with:

Qty: _____ Type of Tree: _____

Replacement Location: _____

If the new tree dies it must be replaced.

Owner Signature: _____

Board Approval: _____

Control # _____

AGREEMENT REGARDING TREE REPLACEMENT

Date: __/__/__

Lot #: _____

Name: _____

Qty.: _____ Type of Tree: _____

Removal Location: _____

I _____, agree to pay \$100.00 (for each tree) to go towards drought tolerant plants for the beautification of the common area selected by the REHO, Inc. landscaping committee, instead of planting a tree.

Owner Signature: _____

Board Approval: _____

ALTERATION GENERAL CONDITIONS

Approval of the Rancho Escondido Mobile Home Park Architectural only
Any permits required from city, state or HUD for the alteration are the responsibility of the Homeowner

Owner agrees to the following:

- A. Any alterations to the exterior of building(s) require Architectural Committee and Board of Directors approval prior to beginning any alterations including, but not limited to, additions painting or variations in current configurations.
- B. During the period of construction, the area will be kept free of trash and debris and at no time is the street to be blocked.
- C. Exterior surfaces and pipes are to be colored to match existing surfaces.
- D. All work is to be completed within thirty (30) days of commencement of work unless an extension is granted by the Architectural Committee.
- E. A copy of any building permit shall be posted at the work site during construction.
- F. Any damage to the Common Area will be replaced or restored to its original condition at owner's expense.
- G. The operation and maintenance of the alteration will remain the responsibility of the owner.
- H. Any repairs needed to the interior surfaces caused by any problem with the installation maintenance or operation shall be the sole expense of the owner.
- I. In the event repairs are needed due to conditions under which the Association is responsible for temporary removal and reinstallation of the modification, this removal and replacement cost shall be the sole expense of the Owner.
- J. The Association reserves the right to have the modification removed and special assessment of the costs involved if it is allowed to deteriorate or go into disrepair.
- K. The Owner shall be liable for any damage for water leakage from the property, adjoining properties or the Common Area from opening piping, fastening devices or other reason relating to the modification.
- L. Owner agrees that neither the Architectural Committee nor the Association is responsible for the design, workmanship or construction being in compliance with any applicable building or zoning requirements.
- M. The term "owner" AS USED IN HIS APPROVAL SHALL INCLUDE ANY SUBSEQUENT RECORD OWNER OF THE PROPERTY
- N. Work begun or completed before approval may be ordered removed or returned to previous condition at unit owners expense or fine as may be determined by the Board of Directors.
- O. Before the Architectural Alteration Requisition form has been approved, the owner/agent will have the Insurance Information sheet (attached) filled out by whoever does the work and returned to the office.
- P. If any action at law or in equity is necessary to enforce or interpret the terms of this document, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief which it may be entitled.

The owner agrees to all of the aforementioned conditions and specifications.

Homeowner Signature of Agreement

_____/_____/_____
Date

Space #

Control #

RANCHO ESCONDIDO HOMEOWNERS ASSOCIATION

Insurance Information Sheet

Work Hours in the Park: 8:00 AM to 5:30 PM, Monday through Saturday;
Exceptions With Board Approval ONLY.

Contractor/Tradesman: _____

Business Address: _____

Business Phone #: _____ Residence Phone #: _____

Licenses:	Insurance:
Contract #:	Liability
State #:	Company: _____
City #:	Policy #: _____
	Worker's Compensation
	Company: _____
	Policy #: _____

See Rancho Escondido CC&R's Article 8.4.2

It is the sole responsibility of the submitting Owner to determine whether a licensed contractor is required by the state of California to perform the proposed work and to apply for any permits required by the City Code or any other Applicable Law. The Board of Directors, Architectural Committee, and the individual members of both the Board and the Architectural Committee shall have no responsibility or liability for determining whether a contractor selected by an Owner is properly licensed, insured and otherwise qualified to perform the work proposed by the Owner.

I understand as the Homeowner I am solely responsible for my hired contractor. If ANY hired contractor violations occur, payment of ALL expenses to the park resulting from the violation and a possible fine may be imposed onto me the Homeowner.

The homeowner is reminded that any injuries to an unlicensed uninsured workman is the **LIABILITY** of the homeowner.

The below Homeowner signature is REQUIRED.

Homeowner's Signature: _____

Contracted Work:

Beginning Date: ___/___/___

Finished Date: ___/___/___