

Policy for Implementing Requested Changes to the Landscape Buffer Area

Lakemont Community Association 09-Sep-2004 (rev 11/13/08)

Purpose:

This policy is enacted by the Lakemont Community Association (LCA) Board of Directors in order to formalize the procedure for review and implementation of requests to modify Landscape Buffer Areas (LBA).

As the LCA matures, the vegetation within LBAs will grow. It is possible that certain plants may grow in such a way that modification of the vegetation is desired by individual members or by the community as a whole. This policy establishes the process for individual members or groups of members to propose LBA modifications to the Board and for the community as a whole to review and comment on the proposed changes.

General Process for Review:

All applicants submitting requests for modifications of LBAs must follow this process. These procedures apply to any and all LBA modification requests.

The Board shall review all proposed LBA modifications in accordance with this policy. The Board has the final authority over whether the proposed modifications will be implemented in whole or in part and as to the timing of the modifications.

An arborist or landscape architect will be required to design and implement the proposed LBA modifications. The Board shall review the proposed modifications, taking into consideration the requirements of the governing documents, including the Lakemont Design Review Criteria (DRC), along with comments from neighbors and other community members, if required.

The Board of Directors will exercise its judgment as to what is best for the community as a whole, taking into account the responses from the community, if required.

NOTE: This procedure applies only to the Lakemont Community Association Landscape Buffer Areas (LBA). It does NOT apply to the Native Growth Protection Areas (NPGE) or the Retained Vegetation Areas (RVA).

I. Pruning or Shaping of Vegetation:

Landscape Buffer Area Vegetation Pruning Policy

Applications for pruning vegetation in a Landscape Buffer Area (LBA) must be submitted using the following procedures:

1. The applicant, at applicant's sole expense, must obtain a complete arboreal report and written proposal concerning the pruning from an approved arborist. A multi-year pruning program may be proposed.
2. The arborist must be one already approved by the Board. A list of approved arborists can be obtained from the Property Manager upon request.
3. The arborist's report and proposal must be submitted to the Board for approval. Submittal to the Board shall include a one-time \$50 Review.
4. If approved, the applicant shall also submit, prior to the start of any work, security or a bond (in an amount at least twice the estimated cost of the proposal) (1) for payment of professional services providers, laborers, materials providers and suppliers and (2) to guarantee completion of the work.
5. If approved, the applicant shall also, prior to the start of any work, submit (1) all required City permits, (2) proof of licensing/contractor registration, (3) proof of insurance for the arborist/contractor performing the work, and (4) a signed indemnity agreement (in the form attached) holding the Board and Association harmless from any liability in connection with the project. (rev. 4/19/06)
6. The application, if approved, shall be completed by or under the direct supervision of the arborist, adhering to the approved program, all at the applicant's sole expense. The applicant shall not perform any of the work.
7. No work shall commence until authorized by the Board. The arborist or the applicant shall send a notice of completion to the Board.

II. Removal and Replacement of Existing Vegetation

Applications for removal and/or adding vegetation in a Landscape Buffer Area (LBA) must be submitted using the following procedure. This process requires sufficient time for detailed review of the proposed changes. Therefore, complete review of the application is most likely to take at least two (2) full months before the Board is ready to make a decision.

1. The applicant, at applicant's sole expense, must obtain a complete report and written proposal concerning the project from an approved landscape architect.
2. The landscape architect must be one already approved by the Board. A list of approved landscape architects can be obtained from the Property Manager upon request.
3. The landscape architect's report and proposal must be submitted to the Board. Submittal to the Board shall include a one-time \$50 Review.
4. At a minimum, the proposal shall include:
 - i) Detail description and drawings of vegetation affected and location.
 - ii) Detail description and drawings, including photos if available, of proposed replacement vegetation.
 - iii) Area map/sketch of LBA location affected.
5. Notification and Comments from Association Members.

Within 5 working days of the application's submittal, the Board shall request written comments on the application from LCA members most likely to be affected by the change. The Board also reserves the right to request written comments from any other LCA members. Members likely to be affected will be determined as follows:

- i) The Board will consider the Lots which it believes will be most immediately affected by the application. It is expected that Lots immediately affected by the proposed change will be those located on or near the LBA under consideration.
6. Posting of Proposed LBA Vegetation Change.

Within 5 working days of the application's submittal, a 30-day sign posting of the proposal shall be placed at the LBA location. This 30-day period shall be open for comments from all LCA members. The sign shall follow the format attached as Appendix A. The Property Manager will configure and place the sign. The application shall be available for review by any LCA member upon request to the Property Manager. The costs for preparing, posting and removal of the sign shall be an assessment to the homeowner making the application for changes at the LBA. (rev. 11/13/08)

7. If the application is approved, the applicant shall also submit, prior to the start of any work, security or a bond (in an amount at least twice the estimated cost of the proposal) (1) for payment of professional services providers, laborers, materials providers and suppliers, (2) to guarantee completion of the work and (3) to guarantee survival of any replacement vegetation for three years following completion of the work. (rev. 4/19/06)
8. If approved, the applicant shall also, prior to the start of any work, submit (1) all required City permits, (2) proof of licensing/contractor registration, (3) proof of insurance for the landscape architect/contractor performing the work and (4) a signed indemnity agreement (in the form attached) holding the Board and Association harmless from any liability in connection with the project. (rev. 4/19/06).
9. The application, if approved, shall be completed by or under the direct supervision of the landscape architect, adhering to the approved program, all at the applicant's sole expense. The applicant shall not perform any of the work.
10. The applicant will be responsible for insuring the healthy growth of the replacement vegetation for three (3) years following the planting of new vegetation. The applicant may be required to submit security or a bond to guarantee such performance.
11. No work shall commence until authorized by the Board. The landscape architect or the applicant shall send a notice of completion to the Board.

The following factors/criteria shall be considered by the Board in reviewing the application:

- Removal of existing vegetation will require replacement with suitable vegetation species to maintain the essential nature of the LBA. This may include screening, aesthetic appearance, area coverage or other factors required by the governing documents, including the DRC.
- Replacement may require an increase in number of replacement plants above the number removed.
- Newly introduced vegetation may require upgrades to the LBA irrigation system to insure the newly introduced vegetation continues to thrive.
- The application must consider the best interests of the community as a whole. With respect to requests for maintaining or restoring views, due consideration will also be given for maintaining adequate visual, acoustic and protective buffering. (rev.4/19/06)

INDEMNIFICATION AND RECOVERY OF ATTORNEY FEES AGREEMENT

_____ (Lot Owner) agrees to defend, indemnify, and hold harmless Lakemont Community Association (Association), including its officers, directors, committee members, agents and employees, from any and all claims, demands, loss and liabilities to or by third parties arising from, resulting from, or connected with Landscape Buffer Area modifications performed or to be performed by Lot Owner, its contractors, agents or employees, even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

Lot Owner's duty to indemnify Association shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Association or its officers, directors, committee members, agents and employees. Lot Owner's duty to indemnify Association for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Lot Owner or its contractors, agents or employees, and (b) Association or its officers, directors, committee members, agents and employees shall apply only to the extent of negligence of Lot Owner or its contractors, agents or employees.

Lot Owner's duty to indemnify Association for liabilities or losses other than for bodily injury to persons or damage to property shall apply only to the extent of the fault of Lot Owner or its contractors, agents or employees, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by Lot Owner or its contractors, agents or employees. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits or other employee benefits acts. For purposes of fulfilling this indemnity obligation, Lot Owner expressly waives any employer/indemnitor immunity under industrial insurance provided by Title 51, Revised Code of Washington. By their initials signed below, the parties expressly acknowledge that this waiver was mutually negotiated and bargained for between the parties.

Lot Owner initials: _____/Date _____

Association initials: _____/Date _____

In the event litigation is necessary to enforce or interpret any provision of this Agreement, or recover damages for any breach thereof, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorney fees.

Date: _____

Lot Owner:

Association:

Signed

Signed

Signed

By its: _____

Date: _____

(rev. 4/19/06)