

[PROPOSED] SPOA Policy 2020-4 relating to the application of Covenant Article V, Section p. to the clearing of standing and fallen dead trees on Lots

WHEREAS, Article V, Section p. of the Stagecoach Covenants states that:

“In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors shall have the right through its agents and employees, to enter upon said parcel and repair, maintain, restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.”; and

WHEREAS, the pine beetle infestation during the years prior to 2015 has resulted in the death of many pine trees on Lots, particularly in the southern subdivisions; and

WHEREAS, many of the dead pine trees remain on the Lots; and

WHEREAS, the Board finds that the dead trees provide potential fuel for forest fires and are therefore a danger to the community;

NOW, THEREFORE, the Board hereby adopts and promulgates the following policy:

1. Upon final adoption of this Policy 2020-4, the Association will treat the existence of a substantial amount of dead pine trees upon a Lot as grounds to invoke the provisions of Article V, Section p. of the Covenants.
2. If Article V, Section p. is invoked with respect to a Lot, the managing agent shall send a letter to the owner of the Lot, informing them that the dead trees must be removed and offering the option of having the Lot owner pay for removal by a contractor hired by the Association.
3. If the Lot owner agrees to remove the trees, and enters into a written agreement with the Association to remove the trees by a mutually agreeable date, then the Association will take no further action unless the Lot owner breaches the agreement.
4. If the Lot owner exercises their option to have the dead trees removed by a contractor hired by the Association, and signs a written agreement to that effect, which agreement shall state the cost to the Lot owner, then upon completion of the removal, the cost shall be billed to the owner and shall become, “a part of the assessment to which such Lot is subject;” pursuant to Article V, Section p.

5. If the Lot owner either fails to respond or agrees to remove the dead trees and then breaches that agreement, the Association, at its option, may proceed to have the trees removed by a contractor hired by the Association and the cost of such removal shall become, "a part of the assessment to which such Lot is subject;" pursuant to Article V, Section p.