

VALHALLA RESIDENCE ASSOCIATION
VIEW PRESERVATION GUIDELINES

1.0 PREAMBLE

Amendment 13 (“Amendment”) to the Valhalla Residence Association (“Association”) Covenants, Conditions & Restrictions (“CC&Rs”), recorded in or about January 1981, provides in general that no trees or shrubs of any type other than those existing at the recording of the Amendment are to be allowed to grow to a height that noticeably and unreasonably interferes with a view from another residence. This guideline serves as an aid to enforcing the Amendment and establishing a method for voluntarily resolving view issues, in a neighborly and amicable manner, that will preclude the need for costly and divisive litigation between residents of the Association.

2.0 PURPOSE

It is the intent of this guideline to establish a Tree Committee, to be appointed by the Board of Directors (“Board”), to function as an advisory body to the Board and to assist the Board in the administration of this guideline as a methodology for the resolution of view controversies arising under or pursuant to the Amendment. It also establishes a procedure for the Board to resolve view issues if the parties are unable to reach an amicable, voluntary resolution.

3.0 DEFINITIONS

View – a vista that may include portions of the Wayne Golf Course, Sammamish River, Cascade Mountains, and a view horizon defined by a line delineating earth (surrounding hills) from sky as viewed from a homeowner’s Observation Area.

Observation Area – that portion of a residential living space from which the view is observed. The Observation Area is limited to those public areas of a home where entertaining is done, i.e., living room, dining room, family room, kitchen or deck. Observations are to be taken from normal standing or sitting positions. Bedrooms, basements, bathrooms, hallways, and yards are not included in this definition.

View Zone – is the specific portion of a View that is established for protection by the Board during resolution of a dispute. The decisions regarding the reasonableness or unreasonableness of establishing a View Zone and retaining a View are constrained by the following criteria:

A. Reasonable View. Homeowners, looking out horizontally from their Observation Area, should be able to see a substantial portion of their View without interference. It is unreasonable to expect to view significant portions of the river or golf course.

B. Size of View Blocked. The greater the portion of View blocked by a tree, the more likely the View interference will be considered unreasonable.

C. Tree Location. Trees located at the periphery of a view are less likely to create a View interference that would be judged unreasonable. Trees located more centered within the View would be judged an unreasonable interference.

D. Height of the Trees. The taller the tree the more likely it will be judged as unreasonable interference. Trees maintained at a relatively low height are less likely to be judged an unreasonable interference. Unreasonable interference does not apply when the tops of trees are at or below height of the roof ridge, or the top of trees are at or below elevation of street or lane from which driveway access for the property is provided.

E. Function and Value of the Tree. Consideration will be given to the function and value of the tree, such as privacy, shade, and aesthetics.

F. View at the Time of Property Purchase. Whether or not a View situation existed at the time of property purchase shall be considered. Tree obstructions existing at time of property purchase by Complainant, will be less likely to be judged unreasonable.

G. Grandfathered Trees. It is unreasonable to expect a tree-owner to remove a tree protected under the Amendment or when an unprotected tree, which would otherwise substantially block a view, is itself backed by a larger tree that is Grandfathered pursuant to the Amendment.

H. Pruning or Removal. In certain circumstances determined by the Board, tree pruning or topping (or both) will be considered as an acceptable remedy, in lieu of tree removal. In the resolution of a dispute, the Board shall establish the height and/or the position at which the tree interference must be removed (or both) and the tree owner will have the right to decide whether to remove or to prune the tree to remove the interference.

Complainant – the complaining property owner in Valhalla who submits a written request to the Tree Committee regarding a View issue.

Tree-owner – The property owner in Valhalla who owns the trees in question.

Grandfathered Tree - Those trees existing at the time of recording of the Amendment and, therefore, not subject to the provisions of the Amendment.

4.0 METHODOLOGY FOR RESOLUTION OF DISPUTES

- 4.1. A Complainant shall submit to the Tree Committee, a written request specifying the manner in which the View from the Complainant's property is being unreasonably interfered. The Complainant shall describe what efforts have been undertaken to alleviate the problem or dispute (or both). The Complainant shall include a statement of what action is requested in resolving a View dispute arising under the Amendment. It is the responsibility of the Complainant to determine whether or not the tree(s) is Grandfathered. Complainant shall describe the method used to determine that the tree(s) is not Grandfathered, such as review of the 1981 Department of Natural resources Sound Block aerial photographs (copies are available on loan from the Tree Committee). The Tree Committee shall, upon receipt, provide the Board with a copy of the request for action.
- 4.2. Within 30 days from receipt of the request for action, the Tree Committee shall convene a meeting of the potentially affected parties, both Tree-owner(s) and Complainant, at the residence of the Complainant. The Tree Committee shall assist both parties in establishing a mutually acceptable View Zone and identify the height for any trees, pursuant to the Amendment, which adversely and unreasonably, interfere with the View based on the criteria described in 3.0 for a View Zone.
- 4.3. The success of this process depends on the ability of the parties to work together amicably and negotiate in good faith an agreement that is satisfactory and mutually agreeable. In cases where the Amendment does not apply, yet the Tree-owner has agreed to take remedial action, the general principle should be the beneficiary (Complainant) pays for any loss of value to the property of the Tree-owner.
- 4.4. There may be instances where the services of an arborist are necessary to establish the age of a tree or to determine the feasibility of pruning or removal. If so, only a registered arborist, subject to the approval of the Tree Committee, shall be used, unless the parties involved otherwise agree in writing. The Complainant shall bear all costs.

4.5 If, in the process of developing a View Zone, there are issues that cannot be resolved by the parties, with the assistance of the Tree Committee acting as mediators, then the parties shall comply with Section 5, below.

5.0 CONFLICT RESOLUTION

5.1 The parties shall follow the process described herein when a conflict arises that cannot be resolved by the parties, with Tree Committee assistance, with respect to, or arising or accruing under the Amendment.

5.2 The Tree Committee shall submit to the Board, a written statement (“Statement”) specifying the manner in which the View from the Complainant’s property is being unreasonably interfered, describing efforts to alleviate or mitigate (or both) the problem that have already been undertaken, and providing a recommendation as to a reasonable dispute resolution. Within 45 days, the Board shall send a copy (“Notice”) of the Statement to the Tree-owner(s) by certified mail, return receipt requested. The Tree-owner(s) shall prepare and submit a response (“Response”) to the Board and the Complainant by hand-delivery or by certified mail, return receipt requested, within 21 days after receipt of Notice. Within 14 days after receipt of the Response, the Complainant may reply to the Response (“Reply”) and shall deliver a copy of such Reply to the Board and the responding party (Tree-Owner) by hand-delivery or certified mail, return receipt requested.

5.3 The Board shall schedule a hearing on the dispute within 45 days after receipt of the last Response or Reply. The Board shall give the affected parties at least 10 days notice of such scheduled hearing.

5.4 At the hearing, each party and the Tree Committee shall present such evidence, as they deem necessary and appropriate. The hearing may be continued from time to time for good cause, within the discretion of the Board. Following the hearing, the Board shall render its decision in writing within 45 days and shall so advise the parties.

5.5 The Board shall set forth in the resolution of the conflict cost sharing, if any, to be imposed between the affected parties. Recognizing that trees, views, shade and privacy have value and special circumstances may exist, the costs for tree removal or pruning (or both) may be apportioned accordingly between the parties if requested in writing by either disputing party, for example:

- A. When the removal or pruning of a tree is required for compliance with the Amendment, the Tree-owner may be required to pay up to 100 percent of the cost of work, the actual percentage of responsibility to be determined by the Board.
 - B. When the View interference existed at the time the Complainant purchased the property, the Complainant may be required to pay the cost of correcting the interference, especially if the Tree-owner did not plant the tree.5.6 When the solution involves removal or pruning of trees and the costs are to be borne by, or shared by, a party other than the Tree-owner, the Tree-owner shall obtain at least two written bids from licensed tree services. The ordered work shall be done by a licensed tree service. If parties cannot agree on one of the two bids, then the Board shall select a third licensed tree service to select one of the two bids, and the Complainant and Tree-owner shall be jointly and severally responsible for paying for such third licensed tree service.
- 5.7 A Tree-owner shall comply with any work prescribed by the Board no later than 90 calendar days after the decision of the Board becomes final, unless a later date is agreed to in writing by the Board or by the parties.
- 5.8 Throughout this process, the Board shall be, and is, the sole judge whether or not there has been unreasonable interference in violation of the Amendment, and its decision shall be final with respect to the enforcement of the Amendment.