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# *Rolling Hills Community Association*

## Easement Guidelines and Policies
### (as amended and restated March 7, 2013)

**EASEMENT POLICY OVERVIEW**

Rolling Hills has been a unique community since its founding in 1936, in part because the founders dedicated easements on all sides of most lots to the Rolling Hills Community Association (RHCA). As set forth in the various Declarations of Covenants and Restrictions (Declarations), easements and rights-of-way are strips or parcels of land of variable width on owners' property which are reserved for roads, streets or bridle trails; parkways and parks; poles, wires and conduits for the transmission of electricity and telephone; public and private sewers, storm water drains, land drains and pipes; water systems, heating and gas mains or pipes; and any other public or quasi-public utility service or function.

Easements are also intended to provide open space, access between properties and to contribute to the spacious ambience of our community. RHCA easements and rights-of-way should therefore be kept clear of non-permitted plantings, fences and other structures or obstructions, and be reserved for the uses/purposes stated in the Declarations.

The Declarations mandate that no plantings or structures of any kind including buildings, driveways, pools, fences, poles, or drainage structures, may be placed in an easement, at any time without submission of plans and written approval of the Board of Directors of the Association. Most Declarations allow an owner to apply to the Board for a written, temporary and revocable permit to place a structure in an easement.

Rolling Hills has an abundance of mature trees in its parks, parkways, rights-of-way and road easements, which contribute to the unique character of the city and enhance the quality of life.

The Declarations give the Association the authority to care for, trim, remove, replace, protect, plant and replant trees, shrubs, or other plantings in or along easements or rights-of-ways, parks.

Rolling Hills has retained its charm and appearance in part because of the cooperation between the Association and property owners in maintaining easements. The Association maintains roadways, parks, equestrian facilities, and designated trails, while most property owners conscientiously maintain their roadside and perimeter easements and trees. In fact, the Association relies on the cooperation of each property owner to retain the special character of the community. Accordingly, the Association encourages each owner to regularly clear weeds and clean easements, remove all obstructions, groom the ground, trim tree branches and regularly cut back or remove shrubs, bushes, trees and hedges so that they do not encroach into the easements or trails to achieve a safe environment and meet Fire Department recommendations.

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Article 1 Section 11 of Declaration 150 states that homeowners must obtain written permission from the RHCA Board to trim or remove trees with a height of 12' or more. For many years the community has had an abundance of mature trees. Accordingly, the Board of Directors agreed that it is no longer necessary or practical to require homeowners to request approval and extends blanket permission for homeowners to trim or remove trees of any height on their property including trees located in easements.

The Declarations state the purposes and function of easements and are the governing authority of the RHCA; nevertheless, over the years growth of trees and vegetation in easements has created significant issues. From time to time, the Association has granted to owners revocable licenses to place fences, other structures and plantings in easements. Also, some property owners have placed structures or plantings in RHCA easements without first receiving a revocable license, or have allowed vegetation on their property to encroach into the easement. While recognizing the impracticality of rectifying every such historical easement issue, it is also recognized there is a benefit in establishing clear guidelines.

These guidelines are intended to provide the Association and its members with a summary of its approach to management of ~~its~~ easements in Rolling Hills.

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## GUIDELINES AND POLICIES

**A. RHCA Authority:**

1) All easements (roadside and perimeter) and rights-of-way over which the Association has jurisdiction and control shall be open and accessible as contemplated by the Declarations, except as expressly approved by the RHCA Board of Directors with a recorded, revocable license agreement.

**B. Easement Maintenance**

1) Property owners are encouraged to maintain in good order and repair easements on their property. Maintenance shall include, but not be limited to, regularly clearing the easements of obstructions, grooming and leveling the ground, mowing and/or clearing vegetation to keep easements open and accessible; trimming, maintaining trees and keeping them in good health, and trimming shrubs and other vegetation so they do not encroach into easements. Roadside easements should be open and available for parking and safe passage.

2) Shrubs, hedges and other plantings on a property adjacent to an easement shall be planted a sufficient distance outside of a right-of-way or Designated Trail so that at maturity no part of the growth below 15 feet in height shall encroach into the easement. Care should be taken to avoid dangerous plantings near an easement, i.e. poisonous or prone to limb failure.

3) No structure or object, including but not limited to, buildings, fences, gates, walls, walkways, steps, hardscape, sculptures, awnings, poles or other structures or landscaping or plantings, shall at any time be placed upon, under or above any part of any easement or right-of-way or permitted to grow there except as expressly approved by the RHCA Board of Directors with a revocable license agreement which has been recorded. Fences shall be located outside of the easement and shall not enclose any easement.

4) The Association shall make reasonable efforts to maintain in good order and repair (i) surfaces of rights of way and (ii) road easements and Designated Trails which shall be kept clear of plantings and encroaching growth from adjoining property, as may be deemed necessary by the Association to provide for safe access.

5) As determined by the Board of Directors, the Association shall on a periodic basis inspect, care for, trim, and otherwise maintain, cut back or remove trees and other vegetation in Association road way easements, trail, ring, courts and parks. RHCA maintenance priorities are safety, fuel modification and health of trees. The Association may retain a licensed arborist to assist in its evaluation and action hereunder.

**C. Existing Structures or Vegetation in Easements:**

1) Unapproved or unlicensed structures in easement are not grandfathered. Replacement of a fence, vegetation or a structure which exists in an easement does not automatically grandfather approval of a new or replacement structure or vegetation in the same location. Any new building or planting, including that which replaces old structures or planting in an easement are required to be located out of the easement or an owner must obtain permission from the Board in the form of a revocable license agreement. The historical nature of the prior easement use may be considered in the license agreement request. Procedures to obtain a license are detailed in Resolution 192.

2) Residence signs should be located to allow unobstructed passage in the easement.

3) Irrigation shall not be installed in roadways, paths, trails or on adjoining property in a location that would cause water to be sprayed or to run onto roadways, paths or trails.

**D. Requesting Permission to Plant or Build in an Easement:**

1) Notwithstanding anything to the contrary contained herein, upon application by the property owner, the Board of Directors may, in certain circumstances as contemplated by the Declarations, vacate an easement or portion thereof or grant a revocable license agreement for encroachment into an easement or portion thereof, but is under no obligation to do so.

2) Prior to building the owner shall submit an application to the RHCA Board of Directors.

3) Fees: There is no fee to apply for a license agreement. Applicant is responsible for having easement and property lines staked by a licensed surveyor prior to the Board making a field trip. If there is a recent survey in the RHCA file, RHCA staff may place stakes to approximate the easement line. If the easement line is questioned by the homeowner or the RHCA Board, the homeowner must have the line staked by a licensed surveyor. If a license is granted the homeowner is responsible for providing a survey and legal description of the easement encroachment, and all legal fees for the drafting and recording of the license agreement. If the license is for an as-built or as-planted condition, an additional administrative fee set by the Board will be applied.

4) The Board, in evaluating an application for a revocable license for a new structure, object or planting in an easement, after a site review, it will consider (in its sole and absolute discretion) each of the following:
   a) the applicant's need (as opposed to merely a desire) for a particular structure, object or planting,
   b) if such need can practically be met by locating the structure, object or planting outside of such easement, and
   c) if the applicant's need for such structure, object or planting within the easement outweighs the current or future use of the relevant portion of the easement for the purposes for which easements were established under the Declarations, in addition to such other matters as it may deem relevant with respect to the request.

5) Any vacation or license so granted on or after May 1, 2008, shall only become effective if a revocable license agreement is completed and recorded with the County of Los Angeles in accordance with Resolution 192 or any successor thereto.

6) Except as required by the County or City and approved by the Association, there may be no grading on any easement or right-of-way; or ditches, trenches, tunnels, berms, swales or similar devices constructed in an easement.

7) In order to contract with the Association to conduct business on Rolling Hills easements or rights-of-way a tree-trimming company must show proof of insurance as required by the Association.

8) RHCA grants a blanket approval to property owner(s) in relation to Article1, Section 11 of Declaration 150, granting property owners permission to trim or remove any trees including those which are 12' in height or taller and trees in roadside easement. Property owners are authorized to trim or otherwise maintain roadside easement trees. All trimming and /or

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maintenance work by a homeowner shall be done at the owner's expense. Owners are encouraged to consult the "Tree Pruning Guidelines," International Society of Arboriculture, and to maintain trees in accordance with ANSI A300, the American National Standard for Tree Care Operations, "Tree, Shrub, and Other Woody Plant Maintenance - Standard Practices."

9) For procedures related to view impairment applications regarding an easement tree or other vegetation that is allegedly creating view impairment, refer to Association Resolution No. 220, Authority to Maintain and Improve Views. In the case of any conflict the provisions of Resolution No. 220 or any successor thereto, shall prevail.

10) Public utilities shall be encouraged to comply with Association tree-trimming and trenching guidelines for Utilities, including "Pruning Trees Near Electrical Utility Lines," by Dr. Alex L. Shigo, and "Trenching and Tunneling: A Pocket Guide for Qualified Utility Workers," available from Tree Line USA. Tree trimming should be aesthetically pleasing and not just functional.

11) In lieu of removal of a tree in an easement whose roots are determined by Association staff to be damaging an Association road, a property owner may agree in writing to install root barriers at his or her expense, in accordance with Association standards and guidelines, to prevent further root damage to the road. The Association staff will supervise placement of the root barriers. The property owner must also agree in writing to reimburse the Association for any and all future road repairs resulting from root damage caused by the subject tree. In the case of further damage to the street, the Association Board will make a determination as to the appropriate course of action, including removal of the tree. RHCA should be notified prior to the installation of the root barrier, but no permit or license is required.

**E. Violations and Enforcement**

1) Concerns about easement violations should be in writing and directed to the Association. After investigation, if these concerns cannot be resolved by the Association staff, they will be presented to the Board of Directors. The Board of Directors will then determine the resolution of the easement concern.

2) Notwithstanding anything to the contrary contained in these guidelines and policies, or any action taken or not taken with respect thereto, the ultimate responsibility and liability for maintenance of all trees on an owner's property, including those which may be partially or wholly located in an easement, remains with the property owner. It is not the intention, nor shall it be construed as the intention, of these guidelines and policies that the Association assumes or accepts any legal responsibility or liability which it does not otherwise have under applicable law. Further, nothing contained herein is intended to, nor shall it be construed to, relieve a property owner from any responsibility or liability which the owner may have under applicable law.

   By way of example, if a branch or tree creates a condition which results in an expense to the owner, a neighbor, the Association or any other party, nothing contained in these guidelines and policies, or any action taken by the Association with respect thereto, shall relieve the owner from whatever responsibility or liability the owner may otherwise have.

3) Conditions that May be Abated by RHCA.
   The Declarations give the Association certain rights. The following list is an example of the conditions the Association may abate:
   a) Any tree or portions thereof in any easement or on any private property that constitutes a danger to vehicles, pedestrians, equestrians or Association easement trees.

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b) Any tree or portions thereof in any easement or on public property adjacent to an easement, which tree is dead or dying, or diseased, infested or infected with objectionable insects, scale, fungus or growth which constitute a threat to or may be injurious to trees or other plants in the surrounding area.
c) Any tree or shrub in an easement or on private property, which impairs, damages or otherwise interferes with any roadway and other Association property or improvements.
d) Branches or foliage in easements or on private property, which interfere with the visibility on, or free use of, or access to, or obstruct vehicular, pedestrian, or equestrian travel on any road, path, or Designated Trails.
e) Vegetation in easements that constitute a fire or safety hazard.
f) Vines, ivy, or climbing plants growing on, into, or over any Association easement tree or any hydrant, pole, sign safety barrier, or other Association property.
g) Non-permeable paving, other than roads and established driveways.
h) Irrigation located so as to cause water to spray onto roadways, paths, walkways, or Designations Trails.

This statement of Guidelines and Policies has been written for the benefit of the members of the Association and its Board of Directors. Nothing contained herein is intended to alter the meaning or intent of the Declarations and shall not be interpreted to do so. To the extent that there is any discrepancy in the meaning or interpretation of these Guidelines and Policies and the Declarations, the Declarations shall control and the relevant portion of these Guidelines and Policies shall be of no force or effect.

## DEFINITIONS

The following words, phrases and terms shall have the following meaning ascribed to them:

1) **Declarations -** Association's deed restriction. The general deed restriction for Rolling Hills is Declaration 150. The Declarations may also be referred to as CC&R's or Deed Restrictions.

2) **Easement -** An easement is a right to use or control the property of another for designated purposes. In Rolling Hills, easements include the strips or parcels of land of variable width on all sides of owners' property that are reserved by any Declaration for the purposes set forth in the Declaration.

3) **Right-of-Way -** Land, which by deed, conveyance, agreement, dedication, usage, or process of law is reserved for use as a road.

4) **Designated Trail -** Trails which have been accepted by the Association Board for maintenance by the Association as indicated on the "Trails of Rolling Hills" map prepared by Caballeros. All changes, additions or updates to the map must be approved by the RHCA Board of Directors.