

Resolution No 193

VIEW PROTECTION GUIDELINES

(Adopted 2-20-25)

WHEREAS, Rolling Hills enjoys both beautiful views and an abundance of mature trees, and values both as contributing to the unique character of the city, and enhancing our quality of life;

WHEREAS, the court in *Richard Colyear v. Rolling Hills Community Association* invalidated the Association's Resolution 220 view guidelines;

WHEREAS, There are different sets of Deed Restrictions in Rolling Hills, some of which contain view protection language and others that do not;

NOW THEREFORE, the Board of Directors of the Rolling Hills Community Association returns to the following Resolution 193 view protection guidelines:

Definitions

“Cutting back trees” means trimming necessary portions of a tree to restore a view.

“View” means a view from a principal residence and any immediately adjoining patio or deck area at the same elevation as the residence which consists of a visually impressive scene or vista not located in the immediate vicinity of the residence, such as a scene of the Pacific Ocean, off-shore islands, city lights of Los Angeles basin, the mountains, the Palos Verdes Hills or Los Angeles Harbor.

“View Impairment” means significant interference with and obstruction of a view by landscaping, trees or any other vegetation.

“Adjoining Property” means close, next to or in contact with one another.

View Protection Policy

1. The Association will not accept applications to protect views in situations where view protection language is not in the Declaration of the property that is the object of the application.
2. The Association's objective is to create view corridors and a view through trees.
3. We encourage neighbors to work together to improve their view so that situations are resolved by mutual agreement rather than Board mandate.
4. Approved building structures and the vegetation within the silhouette of such structures as it relates to the view of applicant are not within the definition of view impairment. Vegetation can grow up to roof height for a privacy shield from immediate neighbors and the same would apply to shielding a view into a pool and certain defined private areas within a yard. The view to be preserved is generally distant vistas above or around the structure silhouette.
5. The Association will focus on certain key areas to create view corridors. The objective is to preserve existing views and achieve restoration of selective view corridors. It will identify what the major obstructions are to the highest view priorities and do its best to create one or more view corridors from the primary viewing sites as defined above on the applicant's (or multiple applicants') property to open up or improve a view as to those special high priority areas and adjacent areas within the “view” definition from the applicant's property. As to the

highest priority areas, the Association will do its best to create a view corridor. In establishing view corridors other neighbors' views may be considered to reduce the potential of future view complaint filings against the same owner and an owner may request a global solution, in which case any other neighbors' view obstruction would be considered and resolved as part of the Board's decision process.

6. In order to minimize the number of trees to be trimmed or removed, the Association may decide to correct view impairments in increments.

7. High priorities include: the ocean, in particular views of the islands, coast promontories, white water waves breaking, the harbor and its lights and the distant mountains, city lights and vistas, and the Santa Monica Bay and its surrounding lights. General city lights and background and mountains would also be a priority, but as to the array of city lights that spread for almost 200 degrees around Rolling Hills, an applicant may be entitled to claim only a view corridor of a reasonable portion of the possible city light view from the applicant's site. The same may also be true of ocean views. The Association will do its best to create view corridors that were within that total priority view, but the Association would not consider that the applicant had a right to an unencumbered view, where reasonable view corridors could be created.

8. Where there is more than one property with trees that impair the views of other property owners as well as the applicant, the Association's objective will be to attempt to deal with all those properties and come up with a comprehensive decision.

9. If an applicant has major trees and vegetation blocking his own view or the view of neighbors, they should be reasonably remedied before an applicant seeks to have the applicant's neighbor's trees cut. The applicant must also be in compliance with any previous Board view rulings affecting their property to be eligible to apply.

10. In situations involving trees on parcels owned by the Association and Association road easements, the policy is for the Association to consent to trimming and removing trees creating the view impairment. The Board may in its discretion replace such removed trees with approved trees/shrubs.

11. There is no reimbursement for tree trimming or removal.

12. The Association will attempt to trim trees at times which will not unnecessarily or unreasonably endanger the tree's health or disease resistance if it is being trimmed/cut back, etc. This does not apply to trees being removed. Bird-nesting seasons will be considered where applicable to the specific tree determined to require trimming. The Board may consult its own experts to form a basis for its decision as to when work will be done and may rely on such recommendations. Generally, the fall and winter months are best for cutting back to restore views. An incremental plan may be used so that vegetation removal is done in a different time period than trimming and cutting back.

Application Procedures

1. The applicant shall submit information on an application form provided by the Association.

2. The applicant shall document efforts to resolve the obstruction issue with his neighbor including copies of all correspondence between the parties.
3. The applicant shall pay an administrative fee of \$250.00 to the Association at the time an application is submitted.
4. The applicant shall execute a financial responsibility agreement with the Association at the time an application is submitted. The applicant must agree to pay the entire cost of trimming or removal of trees or shrubs; and the cost of replacing trees (in the aggregate of \$500); and agree to hold harmless and indemnify the Association and reimburse it for its fees and expenses if Alternative Dispute Resolution or litigation, or both, are necessary to enforce a decision.
5. The Association will send a notice to the owner of the property where the vegetation is located, (“affected property”) and all other property owners contiguous to the applicant and affected property.
6. The notice will inform the owner of the affected property of the action requested in the application; and that he/she has 20 business days to file a written response.
7. The Association will appoint a View Committee to make a field trip and investigate. The Committee will make reasonable efforts to reach an agreement between the applicant and the owner of the affected property.
8. If an agreement cannot be achieved, the Committee shall submit a written report and decision to the Board.
9. A copy of the report and decision shall be mailed to the applicant and owner of the affected property.
10. The decision shall constitute the decision of the Board unless either party pays a fee of \$250.00 and appeals decision to the Board within 20 business days of the mailing of the report and recommendation.
11. After receiving the appeal the Board will make a field trip to the site.
12. The appeal shall be placed on the agenda of a Board meeting. Notice of the meeting and a copy of the decision and appeal shall be mailed to the applicant and the owner of the affected property.
13. The Board will hear the appeal and make its decision. A copy of the decision will be mailed to the applicant and the owner of the affected property.
14. The Association will obtain two bids from responsible bidders for the work necessary to implement the Board’s decision.
15. The applicant shall submit a payment to the Association equal to the amount of the bid.
16. Expenses.
 - a. All expense for the work related to the original application to establish a view shall be the sole responsibility of the applicant.

b. Tree trimming and/or removal shall be the responsibility of the Association. It will obtain two bids. Applicant shall advance the funds for the low bid prior to the trimming and/or removal. Reasonable effort will be made so that re-trimming shall be necessary not more frequently than every two years. The expense thereafter to maintain the view shall be shared equally by the applicant and the owner of the affected property; except as modified by c.

c. If the Association identifies trees that create view problems and are difficult to keep trimmed and are recommended for removal and the owner subsequently removes any tree so identified, the owner shall have no liability for the cost of such removal or thereafter any subsequent sharing of expenses to trim agreed upon replacement vegetation after such removal.

17. The owner of the affected property (owner) shall have the right to an alternate tree trimmer who is properly insured and licensed to perform the same work. If the owner selects an alternate tree trimmer, the owner shall pay the Association the difference between the low bid and the cost of the alternate. Owner must notify the Association of the alternate and make payment within 15 days of its mailing of the bid to the owner.

APPROVED AND ADOPTED February 20, 2025

Annie Occhipinti, President
Rolling Hills Community Association