**STONEBRIDGE HOMEOWNERS’ ASSOCIATION**

**TREE PROCESS & RELEASE OF LIABILITY**

**The Annual Members Meeting of the Homeowners Association at Stonebridge, Inc., Ballston Lake, New York, Tree process was enacted in October 2023 and in the annual meeting minutes.**

**The meeting was held at: Town of Ballston Town Hall: 323 Charlton Road. Ballston Spa, NY 12020**

1.      The board has created a new annual process for taking down trees on HOA land starting in 2024. This process is estimated to take several years and each year we will take down as many trees as that year’s annual budget allows.

2.      Two board members will be going around to the member's properties and in most cases into the member's backyards and measuring the property lines to help determine which trees are on HOA land and are in danger of damaging property.

3.      This process will take an average of 20 minutes per property and will start in early spring of 2024. Weather permitting mid-March through mid-April, when poison ivy and poison oak have not yet come to life and the woods and brush are easier to move around in.

We will be marking (2-4) trees with **"Green ribbons"** to show the property lines. Once the property lines are marked, you can request from a board member to be provided with **“Yellow ribbons”** to mark the trees you would like taken into consideration. We will be marking the trees determined to be an issue with **“Red ribbons.”**

4.      Members can send an email to the board by **May 1** for trees to be taken into consideration.

Each member must send their own email. Members will also be given 24 hours’ notice before the board enters the HOA properties to measure and review the trees. Due to the nature of the HOA land this will require board members to enter through members’ properties.

5.      If you choose not to have your property marked and trees reviewed. We will be providing a waiver for you to sign that will release Stonebridge HOA from any liability for that specific property with the current owner. You will be required to have it notarized and the original mailed to the board by March 1st.

6.      We would appreciate it if you do not remove the **"Green ribbons and Red Ribbons."** If the ribbons are removed that property will not be reviewed again till the following year. The green ribbons will also make it easier as the years progress to not have to measure the properties each year.

7.      To keep the estimated cost of this annual project down, most of the trees that have been determined to be taken down will be cut in such a way that they fall into the woods. We will not be trying to remove trees from the backyards of member's properties because of the huge increase in costs and time, as well as the risk of damaging member's lawns with tree services equipment. In some cases, trees will be cut high up and not at the base of the tree for a variety of reasons. We are more concerned with decreasing the chance of damage to member's homes than we are about how a tree stump looks in the woods.

8.      Once the two board members have gotten an accurate idea of member's property lines and how many trees may need to be taken down, the board will triple-bid (3) tree services to get estimates for the taking down of the trees which are marked with **“Red ribbons.”**

9.      Once the bid has been awarded to the preferred vendor. The **“Red ribbons.”** trees will be reviewed with the tree service to finalize which trees will be taken down.

10.  The taking down of the trees is estimated to take place during the Spring/Early Summer months.

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**11.** [**Release from Liability**](https://www.lawinsider.com/clause/release-from-liability)**.**

“In consideration of the promises and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

“I ” & hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release The Stonebridge HOA and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives (“Released Parties”) from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Premises, whether caused by the negligence of the Owner or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on or using the Premise noted (Address) below for any and all tree damage. Based on the Tree process noted above enacted by the Stonebridge HOA in October of 2023 in perpetuity.

**Stonebridge HOA Member/Owners Name(s):**

**Address:**

**Signature:**

**Signature:**

**Notary: Date:**