



*Kua Bayview* <sup>AT PA'IA</sup> *Homeowners' Association*

37 Kaiea Place, Paia, HI 96779 Phone: 808-579-8077 Email: [hoa@kuaubayviewmaui.com](mailto:hoa@kuaubayviewmaui.com)

## TALL TREE INDEMNITY AGREEMENT

- WHEREAS:** Kua Bayview DCCR 10(b)(xxii) states that "No tree shall exceed a height of thirty (30) feet"; and
- WHEREAS:** The HOA has a duty to enforce community rules, including tree height limits, in the interest of protecting owners' property and personal safety; and
- WHEREAS:** If the Board fails to enforce these rules, the HOA may be considered negligent and could be held liable for damages if a tall tree on one owner's property causes damage to another owner's property or to County or State property; and
- WHEREAS:** Several KB properties have trees that are approaching, or have exceeded, 30 feet in height;
- THEREFORE:** While the Board will not demand that these trees be brought into compliance, if the owners choose not to do so, we WILL require that the tree owners sign the following INDEMNITY AGREEMENT.

The undersigned agrees as follows:

1. Owner acknowledges and understands that their tree or trees pose a danger of causing property damage or bodily injury to themselves or others.
2. Owner acknowledges that the trees could represent a fire hazard to surrounding houses.
3. Owner agrees to defend, indemnify, and hold Kua Bayview at Paia HOA, its officers, contractors, and volunteers harmless from and against any and all losses, liability, claims, and demands for personal injury, death, or property damage arising out of or in connection with their trees, and further agrees to reimburse the HOA for all costs, expenses, charges, including reasonable attorneys' fees, incurred in connection with any defense or judgment resulting out of any such litigation.
4. Owner hereby releases Kua Bayview at Paia HOA, its officers, contractors, and volunteers from and against any and all claims, demands, and/or causes of action the owner may have for property damage, personal injury, death, or property damage arising out of or in connection with their trees.
5. Owner confirms that he/she has read, understands, and agrees to the terms of this ACKNOWLEDGEMENT, WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT.

IN WITNESS WHEREOF, the undersigned has executed this ACKNOWLEDGEMENT, WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Owner Name (please print)

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Lot Number & Address

\_\_\_\_\_  
Phone

WITNESS:

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date