

**MINUTES OF BOARD OF DIRECTORS MEETING
OF
BROOKSHIRE ESTATES
AUGUST 17, 2015**

The Board of Directors of Brookshire Estates met on August 17, 2015 to discuss HOA business. In attendance were President Dick Lheureux, Vice-President Mike Foss, Treasurer Yvonne Tichelaar, Member at Large Jeff Cao and Secretary Judy Moschetto. The President called the meeting to order at 7:30pm.

Resignation of Board President. Dick submitted his resignation as Board President for personal reasons. Discussion ensued and Dick's resignation was accepted by the Board as of this date.

Nomination and Election of Board President. Dick nominated Mike Foss, Vice-President, to replace him as President of the Board. Discussion ensued, Mike's nomination was seconded and the Board voted and unanimously elected Mike as President of Brookshire Estates Board of Directors as of this date.

Nomination and Election of Board Vice-President. Mike nominated Dick to replace him as Vice-President, a position whose duties Dick indicated he was able to fulfill. Discussion ensued, Mike's nomination was seconded and the Board voted and unanimously elected Dick as Vice-President of Brookshire Estates Board of Directors as of this date.

Sprinkler Repair. Our sprinkler system needed repairs and same were done and billed by our landscape contractor, Signature Landscape. Dick offered the November 6, 2009 Sprinkler Relocation Agreement, copy of which is attached hereto and incorporated herein. Yvonne indicated she would contact Dado of Signature to determine exactly what repairs were needed, what precipitated said repairs, who originated the work order and any other necessary details, and then report her findings back to the Board for any appropriate action which might be deemed necessary.

Webmaster Election. As Mike has assumed the duties and responsibilities of Board President, it was suggested that he resign as HOA Webmaster. Jeff, our Member at Large, was nominated as Webmaster. Discussion ensued, Jeff's nomination was seconded and unanimously approved by the Board to assume all duties and responsibilities of HOA Webmaster as of this date.

Overlook at Brookshire Report. It was reported that the sales office is open, open houses have been occurring and approximately 6 lots have been sold, but building has not been initiated as of this date.

Tree Issue. An issue has recently arisen on a new neighbor's property in which the neighbor removed trees & vegetation possibly in contravention to the Native Growth Protection Easement. The new homeowners have been very cooperative and responsive to Board inquiries and before any tree or vegetation removal was done consulted with a tree specialty firm, A-Z Tree Co. A copy of A-Z's report plus photos taken by our Board member are attached hereto and incorporated herein. A discussion ensued among Board members regarding hiring an independent arborist to view the site and issue his report to the Board regarding this issue. At the end of the discussion it was moved, seconded and unanimously voted that the Board hire an arborist to issue said report. Mike was requested to contact the arborist and the homeowners to schedule the arborist visit, keep the Board apprised of the progress and share the arborist report with the Board.

Treasurer's Report. Yvonne presented the Treasurer's 2015 expense report, which is attached hereto and incorporated herein, and which the Board reviewed and approved.

Homeowner Complaint Re Neighbor's Sprinkler System. Mike reported that a homeowner advised him that a neighbor's sprinkler system due to tree roots was adversely impacting the homeowner's property regarding water backup. A discussion ensued and the Board recommended that the neighbors attempt to work together to solve the tree problems causing the water backup.

PAA Transition Committee. Mike, who is Brookshire's representative on the Sammamish PAA Transition Committee, reported that the Committee's first meeting was held on August 12. 15 representatives from PAA HOAs and interested groups comprise the Committee and are working with the City of Sammamish to facilitate transition of the PAA to the City of Sammamish. Mike advised that the City asked the representatives what their HOAs' primary concerns were and their reply was #1 issue is road safety and #2 issue is police coverage. Sammamish advises it has hired 4 new police officers who are in training and will be ready to work when the PAA officially becomes part of Sammamish, and that 2 more officers are to be hired in the future. Mike further advised that Sammamish is receptive to the Committee's concerns and the City is eager and willing to work with the Committee and with the future citizens of City of Sammamish to facilitate a smooth transition and to meet the new citizens' needs.

There being no further business to come before the Board, Mike adjourned the meeting.

Respectfully submitted,

Judy Moschetto, Board Secretary

Judy

SPRINKLER RELOCATION AGREEMENT

THIS SPRINKLER RELOCATION AGREEMENT ("Agreement") dated this 6th day NOVEMBER of 2009, is entered into by and between Brookshire Estates Homeowners Association – Issaquah, a Washington non-profit corporation (also referred to as "Brookshire"), and Issaquah Pine Lake Road Investors LLC, a Washington limited liability company (also referred to as the "IPLRI LLC").

RECITALS

- A. Brookshire Estates Homeowners Association – Issaquah is the owner of that real property located in the unincorporated King County, WA that is legally described on **Exhibit A** attached hereto and by this reference incorporated herein ("Brookshire Property").
- B. Stephen and Ellen O'Neil are the owners of that real property located in unincorporated King County, WA that is legally described on **Exhibit B** attached hereto and by this reference incorporated herein ("Tract C").
- C. Issaquah Pine Lake Road Investors LLC ("IPLRI LLC") is the owner of that real property located in unincorporated King County, WA that is legally described on **Exhibit C** attached hereto and by this reference incorporated herein ("Nelsen Catterall Property").
- D. IPLRI LLC is proposing a residential development on the Nelsen Catterall Property. IPLRI LLC has contracted to purchase Tract C from Stephen and Ellen O'Neil for the purposes of providing access to the Nelsen Catterall Property. Existing sprinkler lines serving the Brookshire Property extend onto Tract C. Construction of access improvements over Tract C will require the relocation of existing sprinkler lines.

AGREEMENT

In consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged the Brookshire and IPLRI LLC agree as follows:

- Relocation of Sprinkler System. IPLRI LLC will remove and relocate all portions of the Brookshire sprinkler system from Tract C. IPLRI LLC shall notify Brookshire at least 48 hours prior to beginning any such work. Within seven (7) days of removal from Tract C, the existing sprinkler heads and appurtenances will be relocated and reinstalled on the Brookshire Property in a location and layout on the Brookshire Property previously approved by Brookshire so as to perform similarly to the existing system layout. IPLRI shall, at its cost, repair any damage to the sprinkler system caused by the work pursuant to this Agreement. All work pursuant to this Agreement will be performed by (i) Signature Landscape Services, Inc. or (ii) a professional, licensed and bonded sprinkler installation company selected by IPLRI LLC and approved (in its reasonable discretion) in advance by Brookshire. If IPLRI LLC has the work performed by an installation company other than Signature Landscape

Services, Inc, then IPLRI LLC warrants that the relocated sprinkler system shall function properly for six months from the later of substantial completion or re-activation of the irrigation system in the spring. The warranty shall not apply to any damages caused by the failure of Brookshire to winterize the irrigation system.

2. Restoration of Brookshire Property. After completion of the sprinkler relocation, IPLRI LLC shall restore the Brookshire Property to substantially the same condition as existed prior to commencement of sprinkler relocation, at IPLRI LLC cost. This shall include topsoil and seeding of all disturbed areas of lawn.

3. Timing: The sprinkler relocation will occur prior to completion of the Nelsen Catterall Property improvements required for final plat recording.

4. Successors and Assigns. The rights and obligations of the parties hereunder shall inure to the benefit of and be binding upon their respective successors and assigns.

5. Payment of Costs and Expenses. IPLRI LLC shall be solely responsible for payment of all costs and expenses related in any way to the removal and relocation of the Brookshire sprinkler system or other work performed pursuant to this Agreement.

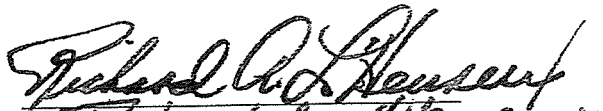
6. Indemnification. IPLRI LLC shall indemnify, defend and hold harmless Brookshire, its successors and assigns, from any and all liability, loss, damage, expense, lien, actions or claims, lawsuits or judgments, including costs and attorney's fees, to person or property arising directly or indirectly from the removal and relocation of the Brookshire sprinkler system or other work performed pursuant to this Agreement, provided that this indemnification shall not apply to the extent that such loss, damage, expense, lien, actions or claims, lawsuits or judgments are caused by the sole or concurrent negligence or wrongful actions of Brookshire, its employees or agents.

7. Attorney Fees. In any action between the parties to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including those incurred at trial or on appeal.

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Declaration to be executed on the day and year first above written.

Dated: Nov 11, 2009

BROOKSHIRE: BROOKSHIRE ESTATES HOMEOWNERS ASSOCIATION –
ISSAQUAH, a Washington non-profit corporation


By: Richard A. LeBreux
Its President

Dated: 11/1/09

IPLRI LLC: ISSAQUAH PINE LAKE ROAD INVESTORS LLC
a Washington limited liability company

By: 
Eric H. Campbell
Its Administrative Member

STATE OF WASHINGTON

COUNTY OF KING

SS.

I certify that I know or have satisfactory evidence that Richard A. Lheureux is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person executed said instrument and acknowledged it as the President of the Brookshire Estates – Issaquah Homeowners Association to be the free and voluntary act of the Association for the uses and purposes mentioned in the instrument.

Dated this 11th day of November, 2009.



Lisa A Nilsson
(Signature of Notary)

Lisa A Nilsson
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at Kirkland

My appointment expires 9/22/10

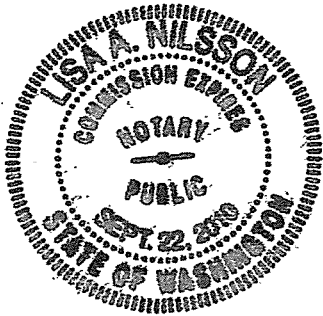
STATE OF WASHINGTON

SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Eric H. Campbell is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person executed said instrument and acknowledged it as the President of CamWest Development, Inc., a Washington corporation, the Managing Member of Lakeview Property LLC, a Washington limited liability company, to be the free and voluntary act of such entities for the uses and purposes mentioned in the instrument.

Dated this 9th day of November, 2009.



Lisa A Nilsson

(Signature of Notary)

Lisa A Nilsson

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at Kirkland

My appointment expires 9/22/10

Mike Foss

From: Jericho Hankins <bassmonk417@gmail.com>
Sent: Tuesday, August 4, 2015 10:24 AM
To: mfoss9@comcast.net
Subject: [REDACTED] tree removal
Attachments: IMG_20150804_102205198.jpg

From; Jericho at A to Z Tree

I included a simple drawing to act as guide.

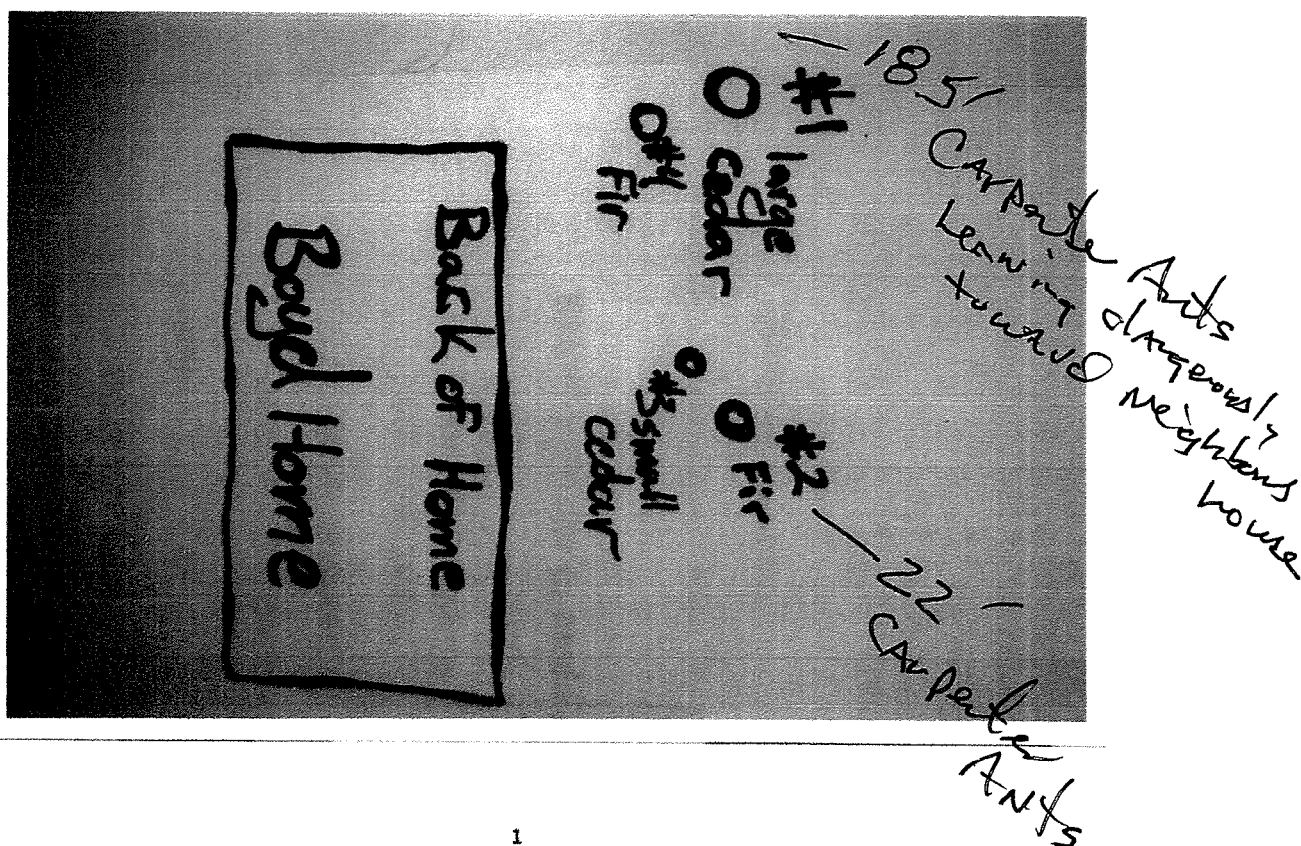
#1 Large cedar tree. Had excessive insect damage and an active ant colony living in base of tree. Tree had also started to rot at base. Needed to come down, was very dangerous to surrounding areas.

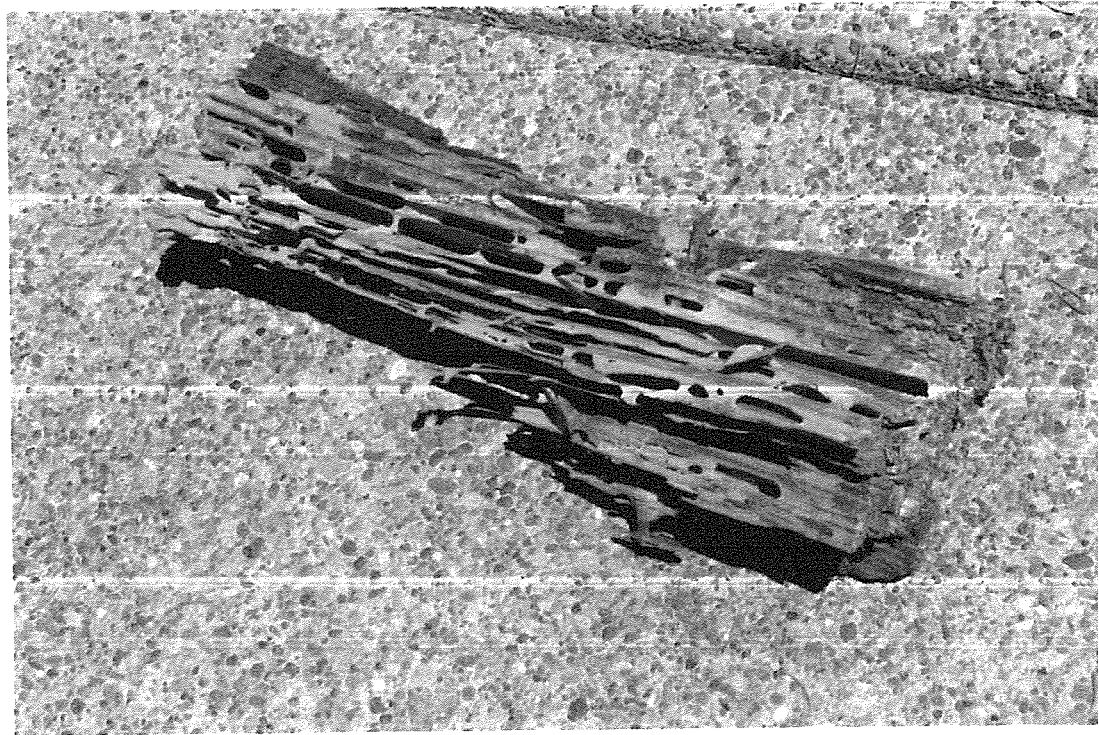
#2 Fir tree. Previous home owner had piled grass clippings and yard waste around base of tree. Areas covered had begun to rot and grow fungus through the bark layer of the tree. Health of tree was compromised.

#3 Small cedar. Had large gash in stock of tree areas around had begun to rot, tree was dieing.

#4 Small Fir. Edge of hill with lean toward home. If it had matured could have become a danger to home as it got larger.

If you have any further questions or concerns please contact me at 206 715-2956.







2015 expense report

Item	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total
Landscaping Contract	\$1,569.56	\$1,569.56	\$1,569.56	\$1,569.56	\$1,569.56	\$1,569.56	\$1,569.56	\$1,569.56					\$12,556.48
Landscaping Misc	\$2,666.33												\$2,666.33
PSE	\$20.78	\$22.56	\$20.66	\$19.63	\$16.61	\$17.44	\$16.80	\$16.80					\$161.28
Water/Sewer			\$50.75		\$221.28	\$661.04							\$933.07
M/R Common Areas	\$287.71			\$1,964.43									\$2,252.14
M/R Other								\$1,297.58					\$1,297.58
M/R Sprinkler System				\$328.50	\$93.08		\$243.53						\$665.11
Office Supplies	-\$36.87												-\$36.87
Printing/Copies						\$75.58							\$75.58
Directory Publishing													\$0.00
Miscellaneous	\$45.90	\$22.95	\$22.95	45.90		\$45.90							\$183.60
Postage	\$98.00												\$98.00
PO Box rental		\$62.00											\$62.00
Legal Fees HBLC								\$1,087.50					\$1,087.50
Taxes													\$0.00
PS&F Directors Liability	\$1,666.00												\$1,666.00
PS&F General Liability	\$1,207.00												\$1,207.00
Secretary of State Dues													\$0.00
Annual Meeting, Hall													\$0.00
Annual Meeting, Projector													\$0.00
Garage Sale													\$0.00
Total	\$7,624.41	\$1,677.07	\$1,663.92	\$3,928.02	\$1,900.53	\$2,369.52	\$1,829.89	\$3,971.44	\$0.00	\$0.00	\$0.00	\$0.00	\$24,864.80