

## **Policy Resolution 15 – 001: zHome Neighborhood Maintenance Responsibilities**

Approved: June 24, 2015

Enacted: November, 2015

At a regular meeting of the Board of Directors of the Issaquah Highlands Community Association, held on the 24th day of June, 2015, at the address of 1011 NE High Street, Issaquah, WA, at the time of 5:30 pm, the Board states as follows:

WHEREAS, a meeting of the Board of Directors was convened at the date, location and time set out above; and

WHEREAS, the Association Secretary, by signing below, attests that Board members were provided proper notice of the meeting (or waived notice per Bylaws Article IV), and that a quorum of Board members was present either in person or by conference telephone; and

WHEREAS, Supplemental Declaration Section 3.1(c)(ii) provides that the Association shall maintain "any fence erected by Builder along the zHome Neighborhood boundaries, or replacements thereof"; and

WHEREAS, the Board believes that the limited fencing in the Association only benefits a small percentage of units within the Association; and

WHEREAS, the Board believes it is unfair for the entire Association to pay for the cost of maintaining fences that only benefit a few units; and

WHEREAS, the Board believes that it is in the best interests of the Association for the owners of units benefited by the fencing to be responsible for performance and payment of maintenance, repair, and replacement of such fencing; and

WHEREAS, Supplemental Declaration Section 3.1(c)(vii) requires the Association to clean, repair, and replace the rainwater harvesting cisterns and associated gutters and downspouts and other such components set forth in Exhibit D of the Supplemental Declaration; and

WHEREAS, the Board believes it to be in the best interests of the Association for owners to be individually responsible for the items listed in Exhibit D; and

WHEREAS, rainwater cisterns 4, 5, and 6 are interconnected and thus each must be properly maintained in order for the others to function properly; and

WHEREAS, the Board believes it to be in the best interests of the Association for the owners of the units benefited by rainwater cisterns 4, 5, and 6 to be jointly and equally responsible for maintenance, repair, and replacement of those particular cisterns; and

WHEREAS, Declaration Section 3.1(g) requires that the Association maintain, repair and replace



the geothermal heating/cooling plant serving the Association and all related equipment as set forth in Exhibit E; and

WHEREAS, Exhibit E lists equipment that is not part of the geothermal heating/cooling plant; namely, the Heat Pump and Metalpres 120 Gallon Hot Water Tank; and

WHEREAS, the Board believes it to be in the best interests of the Association for owners to be individually responsible for the Heat Pump and Metalpres 120 Gallon Hot Water Tank; and

WHEREAS, Declaration Section 3.1(g) requires that the Association be responsible for operation, maintenance, repair and replacement of the photostatic solar electric facilities serving the zHome Neighborhood, including the equipment listed in Exhibit F;

WHEREAS, the Board believes it to be in the best interests of the Association for owners to be individually responsible for the items listed in Exhibit F; and

WHEREAS, Declaration Section 3.1(k) provides as follows:

Notwithstanding the foregoing, the Residential Association's responsibilities under this Section 3.1 shall not commence with respect to a particular Unit within the zHome Neighborhood until the requirements of Section 3.2 below have been satisfied, and then subject to satisfaction of the Builder's warranty obligations. Further, notwithstanding any other provision of this Supplemental Declaration, the Board, upon at least three (3) month's advance notice to the zHome Neighborhood Owners, may elect to have the Residential Association discontinue some or all of the maintenance set forth in Section 3.1, and thereafter all Owners collectively (through the Neighborhood Committee as agent for all Owners or other method that binds all Owners) shall contract with a third party for maintenance of the systems or services described in Sections 3.1(c)(vii), 3.1(c)(ix), 3.1(d), 3.1(e), 3.1(f), and 3.1(g), together with any other maintenance obligations described in Section 3.1 that the Neighborhood Committee or the Board reasonably determines to be appropriate. Any maintenance obligations that are not performed collectively by the Owners under the preceding sentence shall, upon written notice to the Owners by the Neighborhood Committee or the Board, be the individual responsibility of with respect to the Owner's Unit. *[sic]* From and after the date the Residential Association discontinues its maintenance, the Residential Association shall have no further responsibility or liability to the Owners or any party for such maintenance. Notwithstanding the Residential Association's discontinuance of maintenance under this Section, the Residential Association retains the authority for and shall continue to provide financial and management oversight to the zHomes Neighborhood, including but not limited to the accounting for Neighborhood Expenses, Neighborhood budget approval capital reserve contributions and calculations, and the levy and enforcement of Neighborhood Assessments.



MAINTAINING COMMUNITY

WHEREAS, the Board's and Association's powers to take the actions set forth herein are provided for in the Supplemental Declaration, including but not limited to the sections enumerated above; and

**NOW THEREFORE**, the Board, after consideration and deliberation regarding the matters set forth herein, resolves as follows:

BE IT RESOLVED that the Board shall provide the requisite three (3) months' notice to owners of discontinuance of maintenance, repair, and replacement of the components described herein.

BE IT RESOLVED that, starting on November 1, 2015, the Association shall no longer be responsible for maintenance, repair, and replacement of the components described herein and on the same date, individual owners within the zHome Neighborhood shall be responsible for the same.

Approved by affirmative vote of the IHCA Board of Directors on June 24, 2015.

Walter Blahey Jr  
Board Secretary