



ISSAQUAH HIGHLANDS USE RESTRICTIONS AND RULES (“RULES”) FOR RESIDENTIAL PROPERTIES

Adopted: January 30, 2001

Amended: March 18, 2002 (Breed Ban Policy), Section 2 (b)

Amended: November 25, 2002 (Fee/Fine Schedule for Delinquent Payments), Section 6

Amended: May 26, 2004 (Fee/Fine Schedule for Rules Violations), Section 7

Amended: July 27, 2005 (Signage), Section 2 (bb) and (Antennas and Dishes), Section 2(aa) and 4 (c)

Amended: September 27, 2006 (Private Park Rules, Section 8; Irrigation Equipment Tampering Section 4(b.1); Home Office District Signage, Section 3, Change verbiage to Semi-Annual, pgs. 10 and 13)

Amended: 9/12/07 (Fertilizer, Pesticide and Dumping) Section 2(h), (Trash) Section 2(j), (Physical Disturbances; Tree Topping) Section 2(s), (Outside Items, Retractable Clothes Lines), Section 2(v), (Signage) Section 2(bb), (Basketball Hoops) Section 2(cc),

Amended; April 3, 2009 (Trash Cans, Section 2(j); Clotheslines, Section 2(v); Real Estate Signage 2(bb); Basketball Hoops, Section 2(cc); Deck Storage 2(dd); Fee/Fine Schedule for Rules Violations), Section 7)

Amended: November 24, 2010 (Trash Cans, Section 2(j))

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These Use Restrictions and Rules (“Rules”) apply to the residential properties within Issaquah Highlands as defined in the Declaration of Covenants, Conditions and Restrictions recorded under King County recording No. 9704281806 (“Declaration”). Capitalized terms not defined in these Rules have the same meaning as in the Declaration. These current Rules incorporate the initial restrictions and rules attached at Exhibit C to the recorded Declaration as well as all amendments through the effective date stated above.

Any significant communication or complaint should be registered in writing and directed to community manager(s). Complaints should include all pertinent data.

All land uses within the Residential Properties shall conform to the requirements of and the restrictions set forth in these Rules, as they may be amended, modified, repealed or limited pursuant to Article III of the Declaration.

1. General. The Residential Properties shall be used only for access to the Residential Properties and the Nonresidential Properties, for the provision of utility services to the Residential Properties and the Nonresidential Properties, and for residential, recreational, and related purposes (which may include, without limitation, an information center or a sales office for any real estate broker retained by Declarant, offices for any property manager retained by the Residential Association, or business offices for Declarant or the Residential Association) consistent with this Declaration and any Supplemental Declaration and the Master Plan. Except as specifically provided in these Rules, Units shall be used for single family residential purposes only (along with those business activities allowed Paragraph 2(q) below).

2. Restrictions. The following activities within the Residential Properties are restricted or may be undertaken only as provided in these Rules, unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) **Vehicles and Equipment.** Parking commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages; except that construction, service and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Residential Common Area;

(b) **Animals.** Raising, breeding or keeping animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit, subject to the Board's authority to establish rules and regulations with respect to keeping such pets and to establish "pet-free zones," as described below; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed on the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed and inoculated as required by law.

See **Exhibit A** for Policy Regarding Pit Bulls.

(c) **Nuisances.** Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which disturb the peace or threaten the safety of the occupants of

other Units; pursuit of hobbies or other activities which cause an unclean, unhealthy or untidy condition to exist outside enclosed structures on the Unit; and any noxious or offensive plants, animals, devices or activities activity which in the Board's reasonable determination may cause embarrassment, discomfort, annoyance, or nuisance to persons using the Residential Common Area or to the occupants of other Units;

(d) **Violation of Laws.** Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) **Burning.** Outside burning of trash, leaves, debris or other materials, except during the normal course of constructing a dwelling on a Unit; wood burning stoves are prohibited.

Per ARC Guidelines, outdoor recreational fires are allowed only in professionally manufactured fire pits and cooking devices. Manufactured fire pits must have spark arrestors. No permanent, in-ground fire pit installations are allowed after the effective date of this rule dated July 27, 2005. Homeowners must have proper fire suppression equipment on hand, such as a garden hose, shovel with bucket of sand, or fire extinguisher. Adult supervision of fires is required.

(f) **Noise.** Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes;

(g) **Fireworks.** Use and discharge of firecrackers and other fireworks;

(h) **Fertilizers, Pesticide and Dumping.** Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Residential Properties, except that controlled or slow-release, low phosphorus fertilizers may be applied to landscaping on Units provided that care is taken to minimize runoff. Such fertilization must be done in accordance with any environmental handbook or guidelines prepared pursuant to or in connection with the implementation of the Master Plan. The Homeowner's Manual for the Residential Properties ("Homeowners Manual") suggests Best Management Practices for fertilization and pesticide and herbicide application, which are practices for managing these substances safely, effectively, and responsibly.

Homeowners may not apply pesticides (including, but not limited to herbicides, insecticides and fungicides) to any common area, or any other IHCA-owned property. The IHCA, at their discretion, may levy a fine per incident. In addition, violators may be subject to applicable civil or criminal penalties.

(i) **Hazardous Chemicals; Environmental Compliance.** Hazardous chemicals or substances must be stored, used and disposed of in a manner which prevents them from getting into the environment, including soil, creeks, wetlands, streets, storm drains, storm detention ponds and sewer systems. Any use or discharge in violation of any environmental manual or guidelines prepared pursuant to or in connection with the implementation of the Master Plan;

(j) **Trash**

1. Any trash (grey), recycling (blue), or yard waste (green) containers and/or bags must be stored indoors during non-pickup hours.

2. Trash cans may only be placed at the curb/street for pickup 12 hours prior to and 12 hours after pickup time.
3. The ARC will consider variance requests in accordance with the variance policy in section 4.5 of the CCR's under the following circumstances:
 - a. Topography
 - b. Natural Obstructions
 - c. Hardship

(k) **Drainage.** Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Residential Association shall have such right; so long as the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;

(l) **Subdivision.** Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and filed in the Public Records; except Declarant shall be permitted to subdivide, combine, replat, or adjust boundaries for Units which it owns. Further, with the consent of the Reviewer (in accordance with Article IV), the appropriate jurisdiction, and any owner of other affected property, which each of the foregoing may withhold in its sole discretion, an Owner may change a boundary line to correct an error in the setting of such boundary line or to revise the boundary line in accordance with improvements constructed in inappropriate locations;

(m) **Bodies of Water.** Swimming, boating, use of personal flotation devices, or other active use of ponds, streams or other bodies of water within the Residential Properties or other portions of Issaquah Highlands. The Residential Association shall not be responsible for any loss, damage, or injury to any person or property arising out of any use of any, ponds, streams or other bodies of water;

(n) **Timesharing.** Use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program with respect to Units which it owns;

(o) **Firearms.** Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(p) **Fuel Storage.** On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Residential Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank pursuant to Article IV;

(q) **Wildlife.** Capturing, trapping or killing wildlife within the Residential Properties, except in circumstances posing an imminent threat to the safety of persons using the Residential Properties;

(r) **Physical Disturbance; Tree Topping.** Any activities which materially disturb or destroy vegetation, wildlife, wetlands, or air quality within the Residential Properties or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution. Street trees shall not be topped or limbed or otherwise disturbed without the City of Issaquah's prior written approval.

Removing, Altering or Installing Trees on Private Land. Per ARC Guidelines, homeowners wishing to remove trees, top trees or install trees on their own lots must follow the procedures outlined by the Architectural Review Committee (ARC) and submit an application prior to doing any work with the following exceptions:

- Homeowners may prune trees on their own lots without application to the ARC
- Homeowners may replace dead or dying trees on their own lots with the same type of tree in the same location without application to the ARC.

Fallen Trees on Private Land. By deciding to purchase next to a wooded area with trees, the homeowner is assumed to know the inherent risks of trees falling on to their property. These homeowners are advised to maintain adequate insurance coverage to cover property damage and the costs for removal of fallen trees from their property. In the event of a fallen tree on to the homeowner's lot, the homeowner may remove the fallen tree immediately in conjunction with filing their insurance claim. The cost to remove a fallen tree is the responsibility of the owner of the land where the fallen tree lies.

Trees on Common or Public Land. No resident may add alter or remove any trees in the common areas, wetlands, parks, sensitive areas or on private land without advance written approval of the ARC and/or the appropriate governmental agency. Violators of the rules are subject to fines and penalties as outlined in the Association's rules. In addition, the homeowner in violation is responsible for all costs and fines levied by any governmental agencies.

Hazardous Trees on Public Land. Hazardous trees, defined as dead, declining or trees oriented in such a way as to create a potential danger to property or people may be eligible for removal or alteration. View enhancement or view maintenance is not a valid reason for tree removal or alteration.

IHCA Trees. IHCA trees are located in the medians, streetscapes and Association-owned land and parks, shall be maintained by the Association. Removal and cost assessment decisions for Association trees shall be made by the Association. Removal costs may be paid by either the Association, the applicable Neighborhood in which the trees are located, or levied as a specific assessment to the impacted Homeowner(s). For questions regarding Association trees or to report a hazardous tree, contact a Community Manager.

Hazardous Trees Located on City or County Land. These trees require prior approval of the relevant governing body before they can be touched. To determine whether a hazardous tree is on Association, City or County land, please contact a Community Manager.

Requests for Association involvement for tree removal on City or County land must be made in writing by the homeowner to a Community Manager. The request must include the tree(s) location(s), description of the tree(s) and reason for removal. The Community Manager will evaluate the written request(s), inspect the tree(s) and respond to the homeowner in writing with a decision. The Association will contact the City or County, as applicable, to obtain the necessary permission(s).

The Association may arrange for the tree evaluation and/or removal using the Association's approved arborist and/or tree service, as required.

In the event that the City or County gives permission for removal but will not pay for the removal cost, all removal costs, including permits, shall be paid by the requesting homeowner(s). This includes the cost for a tree evaluation by a certified arborist or professional tree service, regardless of whether or not permission is granted to remove the tree(s). Any consideration to enlarge a financial impact to encompass more than just the requesting homeowner(s) will be subject to the Architectural Review Committee (ARC) approval on a case by case basis.

(s) **Garage and Carports.** Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without prior approval pursuant to Article IV;

(t) **Trails.** Operation of motorized vehicles on pathways or trails maintained by the Residential Association, except that golf carts may be operated on cart paths intended for such purposes;

(u) **Outside Items.** Any construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IV (architectural review) of the Declaration. This shall include, without limitation, signs, swing sets and similar sports and play equipment (except portable basketball hoops, on the terms and conditions set forth in Section 2(cc) below) (Per ARC Guidelines, basketball backboards may be attached to the house or garage when not visible from the street (e.g. garages on alleys, side-entry garages on courtyards). Fixed freestanding backboards must be approved in advance, with consideration given to impact of noise and location. Portable backboards must be stored out of sight and put away after each use; use must comply with City of Issaquah Quiet Hours); Clotheslines of any type or style are not allowed within Issaquah Highlands; garbage cans, recycle bins, and garden bins with approved screening (except as provided in Section 2(j) above); woodpiles; above-ground swimming pools; and similar structures; antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; and hedges, walls, dog runs, animal pens, or fences of any kind;

(v) **Galvanized, Copper or Treated Materials.** Any use of galvanized or copper materials on the exterior of any house or roof or treated roof materials, including without limitation the use of galvanized or copper house gutters, house flashings, or road drainage culverts are prohibited.

(w) **Moss Control.** Any use of moss control materials or agents or treated roofing materials in contravention of the Best Management Practices for use of such materials set forth in the Homeowners Manual;

(x) **Water Conservation; Lawn Irrigation.** Any use or activity in contravention of water conservation measures set forth in the Homeowners Manual or plat conditions such as landscaping standards, irrigation standards, or other water conservation measures. Lawn or landscaping irrigation systems which irrigate more than 2,000 square feet, other than low volume or drip systems, must comply with the Issaquah Highlands Water Conservation Standards and obtain a city permit.

(y) **Commune and Rooming House.** Any use of a Unit as a dwelling where the occupants occupy the Unit in a manner other than as a single housekeeping unit (as opposed to occupying separate rooms or apartments within the Unit or to occupying the Unit in a communal-type arrangement); and

(z) **Antennas and Dishes.** Standard TV antennas and satellite dishes one meter in diameter or less shall be permitted at Issaquah Highlands; however, such over-the-air reception devices shall comply with all Architectural Standards or other applicable rules or use restrictions adopted by the architectural review committee, the Board, or the Association, pertaining to the means, method, and location of TV antenna and satellite dish installation. Declarant or the Residential Association shall have the right without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of Issaquah Highlands, should any master system or systems be utilized by the Association and require such exterior apparatus.

(aa) **Signage.** No signage may be displayed in windows or be posted on the Property, except: holiday signs, decorations, and lights or political signs may be neatly displayed during seasonal time lines only on the homeowner's lot. Signs may not exceed dimensions of 18" x 24". Signs, decorations, and lights may be installed 30 days prior to the occasion and must be removed within 14 days after the holiday.

Political Campaign signage shall be permitted on privately owned property, with the following restrictions (a) one Political Sign, (b) of not more than five (5) square feet placed on a lot or in a home, (c) a maximum height of four (4) feet if posted in ground of Lot, (d) of professional quality and design (e) not obstructing line of sight nor any traffic or traffic signals and signage. For the purposes of this Section 2 (bb), the term "Political Sign" means a sign which advocates for one particular candidate, political party or ballot measure, which is placed no sooner than thirty (30) days before the date of a regular or special election on the exterior of a Lot and/or in a Home. Political Signs must be removed within three (3) days following the election. No signs can be placed on common facilities or grounds.

One professionally printed real estate "For Sale", "For Sale by Owner", or "For Rent" sign may be posted within the lot for a residential sale following industry standards for sign size, with a realtor T-Bar, and appropriate attached flyer box. Approved signage for units located without street frontage may be posted on the streetscape nearest the unit. (e.g. Divisions 22, 25, 42, 50, etc.) Other types of "For Sale by Owner" or "For Lease/Rent" yard or window signs are prohibited. Owners shall comply with industry standards. Homeowners are responsible for repairs or damage to the lawn or irrigation system related to any sign installation. Open house sandwich boards and directional locator signs may only be used on the day of the open house for the duration of that day's showing.

Crofton Springs, Concord Commons, The Terraces, Crofton at Village Green, West Highlands Park, and Villaggio neighborhoods will erect and maintain professionally manufactured Real Estate Yard Arm Signage at the entrances to the neighborhood. Realtors may display brochures in the attached flyer boxes.

One sign, not to exceed 9" x 24", may be staked in the front of or placed in the window of the unit for sale or rent.

If there are more than 6 (six) listings and a box is not available, owner should contact the IHCA office.

Signs may not be posted on the mailboxes, parks, main entrance, boulevards, or at other common areas. Garage sale and estate sale signage is prohibited except for community-wide garage sale

events sponsored by the events staff. Garage sales are only permitted during the community-wide events.

(bb) **Basketball backboards** may be attached to the house or garage when not visible from the street (e.g. garages on alleys, side-entry garages on courtyards).

Fixed freestanding or portable basketball backboards (Hoops) are allowed from March 1 to December 1 if the following requirements are met:

- The Unit on the Residential Property where the Hoop is located is not an apartment, condominium or townhome;
- The Hoop has bottom weight sufficient to eliminate any significant risk of tipping;
- The Hoop is kept reasonably clean and in good working order, with a net fully intact, at all times;
- The Hoop is used only between 9:00am and 8:00pm
- Does not violate any noise or nuisance rules

(cc) **Decks, Patios, Porches**

- Decks, patios, and porches are not to be used as storage areas. They MUST be kept neat and orderly. Permissible items to be displayed or used on balconies, patios, and porches include outdoor furniture, planters, and BBQ grills.
- Furniture used on decks and patios should be limited to a type especially designed and manufactured for outdoor use and kept in good repair.

3. Prohibitions. The following shall be prohibited within the Residential Properties:

(a) **Disrepair.** Structures, equipment or other items on the exterior portions of a Unit which are rusty, dilapidated or otherwise fallen into disrepair;

(b) **Water Withdrawal.** Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Residential Properties, except that Declarant and the Residential Association shall have the right to draw water from such sources;

(c) **Unauthorized accessing of and/or tampering with IHCA irrigation equipment** including controllers, valves, and all other hardware is prohibited. Violator will be responsible for any damages caused and subject to a fine up to a \$1,000 per occurrence.

The following sign will be placed on all field equipment:

"This device is the property of Issaquah Highlands Community Association. Unauthorized persons accessing or tampering with this controller are subject to a \$1,000 IHCA fine and/or possible criminal prosecution by the City of Issaquah under RCW 9A.48.090".

(d) **Antennae or Dishes.** Exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite, or other signals of any kind measuring more than one meter in diameter (or such as size as may be allowed by preemptive federal or state laws); and

(e) **View Obstruction.** Any portion of a tree, shrub, or other landscaping feature that is located on a Unit and obstructs or interferes with an aesthetically pleasing view, as determined in the sole discretion of the Reviewer under Article IV, from any other Unit or the Common Area. However, the Association shall have no obligation to enforce this provision or to remedy any violation of this provision. Notwithstanding the foregoing, no street trees shall be topped, limbed or disturbed without the City of Issaquah's prior approval.

(f) **Critical Area Buffer Encroachment.** Any encroachment into a Critical Area Buffer or a Building Setback Line as described on title or through other Issaquah Highlands documents, no insecticides or herbicides are allowed within the Building Setback Lines, and only fertilizers specified in the Homeowners Manual shall be allowed within the Building Setback Line.

(g) **Storm Detention Ponds.** For properties adjacent to a Storm Detention Pond, no bigleaf maple, alder or willow trees shall be allowed on the lot.

4. **Leasing of Units.** "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term, which requirements may vary from Neighborhood to Neighborhood. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and these Use Restrictions and Rules.

5. **Enforcement of Rules.** Each Owner, by virtue of being ultimately responsible for ensuring compliance with the Rules will be liable for any violations of the Rules by the Owner or its guests, tenants, visitors, agents, employees, or family members and any fines assessed therefore. Any reported violations of rules will be investigated, where possible, via phone call, email communication or physical inspection prior to written notice of violation. Fines assessed against an Owner must be paid to the Association within ten days of the date of written notice of the violation and the fine assessed therefore. If an Owner fails to pay a fine when due, such overdue fine will be treated and is enforceable as a delinquent Assessment (defined in Section 7 in the Declaration Of Covenants, Conditions And Restrictions recorded under King County recording No. 9704281806 ("Declaration")). Failure to comply with the rules and regulations set forth herein may result in enforcement actions outlined in **Exhibit E**.

EXHIBITS

EXHIBIT A: Policy Regarding Pit Bulls

EXHIBIT B: Trade or Business & Home Office Districts

EXHIBIT C: Community Association Assessment & Late Policy

EXHIBIT D: Use Rules for Private Parks in Issaquah Highlands

EXHIBIT E: Violation Fine Schedule

EXHIBIT A

Policy regarding Pit Bulls

Adopted on January 25, 2002

Effective Date on March 1, 2002

For purposes of this Policy, the term “pit bull dog” means any of the following: Staffordshire Bull Terrier; American Staffordshire Terrier; American Pit Bull Terrier; any dog which has been registered at any time as a Pit Bull Terrier; any dog which has the appearance of being predominantly of the breed of dogs known as Staffordshire Bull Terrier, American Staffordshire Terrier, American Pit Bull Terrier. A dog shall be deemed to have the "appearance of being predominantly of the breed of dogs" named herein if the dog exhibits the physical characteristics which substantially conform to the standards established by the American Kennel Club or the United Kennel Club for any of these breeds.

Keeping Pit Bulls is Prohibited: No resident of Issaquah Highlands shall own or possess a pit bull dog within the boundaries of Issaquah Highlands, except as specifically permitted by the Grandfather Exception of this policy.

Grandfather Exception: Pit bull dogs residing in Issaquah Highlands as of the date of adoption of this Policy shall be permitted to remain in Issaquah Highlands if and only if the owner of the dog complies with the following requirements:

- **Notice of Ownership subject to Grandfather Exemption:** The Owner of a pit bull dog seeking to keep the dog in Issaquah Highlands pursuant to the Grandfather Exception shall provide the following information in writing to the Association within 30 days after adoption of this policy: the name, sex, and age of the dog. Any pit bull dog found in Issaquah Highlands which is not registered with the Association in accordance with this rule shall not be protected by the Grandfather Exception and shall be immediately and permanently removed from Issaquah Highlands.
- **Prohibition on Transfer within Issaquah Highlands:** No person shall sell, trade or otherwise transfer ownership or possession of a pit bull dog to another person residing within Issaquah Highlands unless the recipient resides in the same household and on the same premises as the owner of the dog.
- **Spaying or Neutering:** Any pit bull dog kept in Issaquah Highlands pursuant to the Grandfather Exception shall be spayed or neutered when it reaches the age of six months. Any pit bull dog which is subject to the Grandfather Exception which has not been spayed or neutered and is over the age of six months at the time of the adoption of this policy shall be spayed or neutered within 30 days after adoption of this policy. The owner of any pit bull dog in Issaquah Highlands shall provide to the Association a copy of a veterinarian's certification of spaying or neutering in accordance with this policy.
- **Leash and Muzzle Required:** Except when inside an owner's residence, inside the owner's fenced yard – 6 foot minimum height with no gaps and under direct supervision of the owners or kept in a kennel constructed and maintained as set forth below, any pit bull dog in Issaquah Highlands shall be (1) restrained on a secure leash which complies with applicable requirements of the City of Issaquah leash law, (2) muzzled by a humane muzzle (which allows the dog to pant and drink water but sufficient to prevent the dog from biting persons or other animals), and (3) under the physical control of a person capable of controlling the dog.
- **Confinement:** Except when inside an owner's residence or when the pit bull is inside the owner's fenced yard – 6 foot minimum height with no gaps and under direct supervision of the owners, or on a leash and muzzle (as set forth above), any pit bull dog in Issaquah Highlands must be confined in a

securely enclosed pen or kennel which (1) has secure sides and a secure top attached to the sides, (2) has a secure floor attached to the sides unless the sides are embedded in the ground to a depth of at least two feet, (3) is closed by a lock or other mechanism sufficient to prevent the dog or a child from opening the door, and which is adequately lighted and ventilated and kept in a clean and sanitary condition. Any pen or kennel must comply with applicable zoning and building regulations and the rules and regulations enforced by the Issaquah Highlands Architectural Review Committee.

No pit bull dog shall be kept on a rope, chain or be leashed to an inanimate object such as a tree, stake, post or building.

No pit bull dog shall be kept on a porch, patio or in any part of a house or structure which would allow the dog to exit the building on its own volition. No unsupervised pit bull dog shall be kept in a house or structure when the windows are open or when window or door screens are the only obstacles preventing the dog from escaping. The windows may remain open within the home while the owners are present with the pit bull dog. The owner must take reasonable precaution that the pit bull dog does not have the ability to push through any screen within the house.

- **Liability Insurance:** Any owner of a pit bull subject to the Grandfather Exception shall submit written proof, in the form of a letter from the owner's insurance broker or carrier, that the owner has insurance providing liability coverage covering any injury or damage caused by the pit bull dog. Such insurance shall have minimum annual coverage limits of \$250,000 per occurrence and \$250,000 in the aggregate. The owner of the pit bull dog shall submit such a letter annually establishing that such coverage is being maintained continuously by the owner.
- **Compliance with Governmental Regulations:** All dogs in Issaquah Highlands, including pit bull dogs subject to the Grandfather Exception, shall be maintained in compliance with applicable regulations of the City of Issaquah (and King County) regarding leash laws, pet license requirements and rabies vaccinations.
- **Enforcement:** The Association is not assuming responsibility for enforcement of applicable governmental regulations. Any person observing a violation of leash laws, pet licensing requirements, regulations regarding dangerous dogs as defined in RCW ch. 16.08 or other rules adopted by a government agency should contact King County Animal Control at 206-296-7387.

In the event of a violation of this Policy regarding the restrictions on keeping pit bull dogs in Issaquah Highlands, the Board of Directors or its designee shall have the discretion to impose sanctions appropriate to the severity of the violation. The sanctions may include warning notices, fines and/or permanent expulsion of the dog from Issaquah Highlands.

In the event that a pit bull dog subject to the Grandfather Exception bites a person or another animal or instigates a fight with another dog, the Board, in its discretion, may order that the pit bull dog be immediately and permanently removed from Issaquah Highlands.

Enforcement shall be conducted in accordance with the following procedures:

In the event of a violation of this Policy, the owner of the pit bull dog shall be notified by the Association in writing of the violation and proposed penalty. Such notice shall be delivered by mail or by delivery to the residence of the owner.

If the owner of the pit bull dog disputes either the fact that a violation has occurred or the proposed penalty, the owner shall submit a written notice of appeal to the Association within ten calendar days of the issuance of the notice of violation. The appeal shall explain the factual basis of the appeal. If no appeal is filed, the proposed penalty shall be deemed accepted by the owner of the pit bull dog and it shall be enforced in accordance with the CCR.

If an appeal is filed, the Board of Directors or its designee shall meet to consider the appeal as soon as reasonably possible after the appeal is submitted. The Board or its designee shall consider all evidence submitted at the appeal and render a written decision, which may sustain, modify or overturn the notice of violation or proposed penalty. The decision of the Board or its designee shall be final.

NOTES:

The Board of Directors reserves the power to expand, modify or repeal this Policy at any time. The Board of Directors intends to appoint an advisory committee of residents of Issaquah Highlands to consider adoption of additional and/or supplemental policies regarding the proper maintenance of dogs within Issaquah Highlands.

Nothing in this Policy shall be construed as an assumption of liability or responsibility for activities within Issaquah Highlands or as a modification of Section 7.7 of the Declaration of Covenants, Conditions and Restrictions for the Issaquah Highlands Residential Properties, which provides, in part:

THE RESIDENTIAL ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE RESIDENTIAL PROPERTIES DESIGNED TO MAKE THE RESIDENTIAL PROPERTIES SAFER THAN THEY MIGHT OTHERWISE BE. THE RESIDENTIAL ASSOCIATION SHALL INCLUDE WITHIN THE COMMON EXPENSES THE COSTS RELATED TO ANY SUCH ACTIVITIES THAT THE RESIDENTIAL ASSOCIATION INCURS. NEITHER THE RESIDENTIAL ASSOCIATION NOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE RESIDENTIAL PROPERTIES, NOR SHALL EITHER BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

This Declaration hereby authorizes the Board to establish rules and regulations regarding keeping pets and to establish pet-free zones, in which pets shall not be permitted either within a Unit or upon the Residential Common Area, or both, as determined in the Board's sole discretion. Pets shall be prohibited in pet-free zones unless expressly authorized by, and then subject to such conditions as the Board may impose. The Board shall establish any pet-free zones in accordance with procedures adopted by the Board;

EXHIBIT B

Trade or Business and Home Office Districts

Trade or Business: Any business, trade, moving sale, rummage sale, or similar activity (unless such activity is conducted within a "Home Office District," as described in Section 3 of this Exhibit "C"), except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) existence or operation of the business activity is not unreasonably, as determined in the Board's sole discretion, apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all land use and regulatory requirements for the Residential Properties; (iii) the business activity does not involve excessive, as determined in the Board's sole discretion, regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Residential Properties; and (iv) the business activity is consistent with the residential character of the Residential Properties and does not threaten security of other residents, as may be determined in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing a Unit shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the Residential Properties or its use of any Units which it owns within the Residential Properties, including the operation of a timeshare or similar program;

Home Office Districts. Declarant hereby reserves the right to designate areas of the Residential Properties as "Home Office Districts." Declarant's designation of an area as a "Home Office District" shall occur prior to any Unit's being sold by Declarant or its assignee in such area. Otherwise, the Board may designate an area as a Home Office District only with the prior written approval of Class "A" Members representing 90% of the total Class "A" votes attributable to Units located within such area.

Notwithstanding anything to the contrary in this Declaration, a Unit located in a Home Office District may be used for the following purposes:

- (a) simultaneously as a residence and for carrying on Board-approved professional business activities; or
- (b) exclusively for carrying on Board-approved professional business activities.

An application which describes the proposed business activity and the number of employees, shows an on-site parking plan, contains terms and conditions of operations and any other information required by the Board, must be submitted to the Board for approval prior to any Unit's being utilized for an approved professional business activity. Such application may be approved or denied in the Board's sole discretion. If the conditions of an approved application have not been complied with, in the Board's sole determination, the Board may rescind such approval.

Board-approved professional business activities include, but are not limited to, the practice of law; the offering of accounting services; architectural, medical, dental or engineering offices; computer-based telecommunications and research operations; literary, artistic or craft activities; the provision of education; cafes or restaurants, retail shops or bed and breakfasts if limited and compatible with the

particular neighborhood. The Board reserves the right to prohibit retroactively an approved business activity if the Board determines such activity becomes a nuisance. The Board also reserves the right from time to time to designate some activities which shall not be prohibited.

Sufficient off-street parking on a Unit must be provided to accommodate the customary number of employees, customers and visitors to the Unit. Designation as a Home Office District shall not relieve any Unit in such area from complying with all architectural controls and construction and design criteria which would be applicable to such Unit in the absence of such designation, unless the Reviewer expressly allows an exemption or modification of those controls or criteria.

All signage for Home Occupation units and Convertible Accessory units must comply with the City of Issaquah's municipal codes and sign permit requirements. All fees and costs associated with signage are the responsibility of the applicant.

Home Occupation units are allowed one 2 square foot wall sign. Convertible Accessory units are allowed one 4 square foot wall/window sign; one pedestrian oriented sign; and one moveable sign. Home Occupation signs may be located in a window or on the door or wall of the frontal plane of the building. Pedestrian oriented signs may be hung perpendicular to the building and shall be on the frontage which contains a pedestrian entrance to Park Drive or Katsura Street, 10th Avenue NE and High Street and may be up to 4 square feet per side. Signs may identify the business as well as include a logo and/or artwork related to the business, but shall not contain other advertising matter.

One moveable sign may be displayed outside the Right of Way; no outside moveable sign storage is allowed. Members are required to contact the City for additional details and signage requirements. Requests for signage must be submitted in advance to the Architectural Review Committee for review and approval prior to installation.

Neon signs, which are not blinking, flashing, intermittent, or garish, are allowed when illuminated signs are permitted by the City.

EXHIBIT C

Community Association Assessment & Late Fee Policy

Reference: Governing documents of the Issaquah Highlands Community Association;

- 1) Articles of Incorporation of Issaquah Highlands Community Association – Article 4
- 2) Declaration of Covenants, Conditions, & Restrictions for Issaquah Highlands Residential Properties (CC&Rs) – Article VIII
- 3) Summary of Issaquah Highlands Governance Structure – Article 13
- 4) By-Laws of Issaquah Highlands Community Association – Article IV
- 5) Issaquah Highlands Community Association Architectural Review Committee Guidelines, Criteria, and Procedures (ARCs) – Section II

The successful operation of the Community Association is to the benefit of all homeowners. This success relies, in part, on the timely collection of dues and other assessments. To insure that dues and other assessments are collected in a timely manner, the Issaquah Highlands Community Association Board of Directors (The Board), by Board decision November 25, 2002 adopted the following policies, revised from the original January 30, 2001 policies. This policy incorporates and/or supersedes all prior policies, but in no way negates any specific stipulations in the governing documents.

I. Annual Base Assessments:

- a) *AMOUNT:* The amount of base assessments to be paid annually by each homeowner will be computed as stipulated in sections 8.1 and 8.2 of the CC&Rs.
- b) *PAYMENT:* Dues are to be paid in advance, in semi-annual increments, on or before the first day of the first month and the first day of sixth month of the fiscal year. (Fiscal years run July 1 through June 30; Assessments payable July 1 and January 1) Statements for these semi-annual billings are sent on the later of 30 days prior to due date or immediately after the annual budget has been approved. Subsequent statements for accounts with unpaid balances will be mailed by the 1st of each subsequent month following date due. Owners with monthly amounts due for townhome or condominium expenses and managed by the master association, pay a combined total of master association amounts together with neighborhood amounts, all due on or before the first of each month. Statements are sent for monthly accounts with unpaid balances by the 11th of each month. Either semi-annual payers or monthly payers may opt to pay through monthly automatic bank withdrawal.
- c) *PRE-PAYMENT:* Additional installments may be pre-paid. However, should the amount of the assessment be increased effective during the period for which pre-payments have been made, the homeowner will be responsible for paying the additional amount when assessed and due.
- d) *COMMENCEMENT:* *Base* Assessments for the balance of the current fiscal year will begin on the day in which closing documents for purchase of home are signed.
- e) *PRORATION:* When a home is sold, prorating of base assessments already paid to the Community Association must be accomplished between the buyer and seller at closing of escrow on home via escrow settlement.

f) *TRANSFER OF ACCOUNT*: When a home is sold the seller and/or seller representative must notify the Community Association in writing of the date of closing and the name(s) of the buyer(s) within 7 calendar days of the closing.

II. **Special Assessments:**

Upon levying any special assessments in accordance with section 8.4 of the CC&Rs, the Board will establish installment amounts and payment due dates. Prorating of pre-payments and transfers of accounts will be handled as stated in the preceding items I (e) and I(f). Any Special assessments, along with terms of assessment shall be reflected within homeowner statements.

III. **Fine Assessments:**

When the Board finds it necessary to assess a fine against a homeowner in accordance with section 4.24 of the By-Laws, section 8.5 of the CC&Rs, and/or section II of the ARCs, assessment(s) as well as terms of such assessments shall be reflected in homeowner statements, and payable on or before the date established by the Board. There shall be no prorating and/or transfers of fine assessments upon the sale of a home.

IV. **Maintenance Assessments:**

Should the Board find it appropriate to take action in accordance with section 8.5 of the CC&Rs, the cost of such maintenance will be billed to the homeowner through homeowner statements as with other types of assessments. This type of assessment shall be due and payable on or before the first day of the month following mailing of statement. There will be no prorating and/or transferring of maintenance assessments.

V. **Implementation/Collection Responsibility:**

It shall be the responsibility of the Community Association Executive Director or such other managing agent selected by the Board to implement and collect assessments as directed by the Board. The Executive Director will report to the Board or such other sub-committee of the Board as established by the Board on a monthly basis the status of all outstanding accounts.

VI. **Non-Payment/Late Payment Ramifications:**

a) *LATE FEE/INTEREST*: A late fee equal to \$50.00 shall be charged on any unpaid assessment 10 days following the payment due date and each month thereafter until the assessment is paid in full in accordance with section 8.7 of the CC&Rs and/or subsequently implemented Consent to Actions by the Board. Additionally, interest shall be due the Association at a rate of 18% per annum from the due date of the assessment on all balances over 90 days past due. All late fees and interest become a lien on the property and a personal debt liability in the same manner as assessments, as set forth in CC&Rs.

b) *NSF CHECKS*: Should a check be returned due to insufficient funds, the check will be re-deposited as allowed by bank policies and procedures with a \$50.00 administrative fee charged to the account for each return. NSF Administrative fees become a lien on the property and a personal debt liability in the same manner as assessments, as set forth in CC&R's.

Late fees/interest charges shall apply to all accounts delinquent due to an NSF checks.

c) *VOTING RIGHTS:* Following notice under section 4.24 of the By-Laws, any assessments reaching 30 days past due and reaching delinquent status, all owner voting rights shall be suspended until such a time as all assessments and outstanding fees/interest have been paid in full, pursuant to section 4.24 of By-Laws.

d) *PRIVILEGES:* Unless an alternate payment schedule has been established and implemented with the consent of the Board, all owner rights to utilize, athletic courts, parks, and other amenities belonging to and/or funded by the Community Association shall be suspended, following notice under section 4.24 of the By-Laws, effective on the date payments become 60 days past due. Privileges will remain suspended until payment is made in full or until payment plan has been approved and implemented.

e) *PAYMENT PLANS:* When the financial situation of a homeowner necessitates an alternate payment plan, a temporary monthly payment schedule may be approved. The amount of monthly payments will be established to accommodate the homeowner and which will bring the account current as soon as possible. Prior to acceptance of an alternative payment plan by the Board, the homeowner will be required to sign an agreement outlining the temporary payment schedule. All applicable late fees and/or interest will continue to accrue and become a part of the payment plan until such a time that all balances are paid in full.

f) *LEGAL ACTION:* Assessments constitute a personal debt and the Community Association may, on accounts 90 days past due or more, turn the account over to a collection agency and/or legal counsel to obtain a judgment against the homeowner. All fees associated with the actions of such agency or counsel shall be added to the outstanding balance and become a lien on the property and a personal debt liability in the same manner as assessments, as set forth in CC&Rs.

g) *PROPERTY LIEN:* Should assessments remain unpaid for 90 days or more, the Board shall automatically file a lien against the property in accordance with CC&R's.

h) *FORCLOSURE:* Non-payment of assessments, which include but are not limited to dues, fees, interests, may result in foreclosure of the Association's automatic lien, as provide by the CC&R's.

HOMESTEAD PROTECTION: As required by the State of Washington, homeowners are hereby notified that the Homestead Protection provided by Chapter 6.13, Revised Code of Washington, shall not apply in the event of an execution or forced sale in satisfaction of judgments obtained on debts secured by the Issaquah Highlands Community Association lien.

Collection Procedure:

Except where necessary, the Executive Director will, without further direction from the Board, implement notice and collection action based on the following Late Fee Schedule:

Delinquency	Action
10 Days	Late Fee(s) \$50.00
30 Days	Voting Rights Revoked
40 Days	Late Fee(s) \$50.00 <ul style="list-style-type: none"> • Legal Lien Recorded against property and letter demand of payment letter from Attorney. • All related legal expense associated with collection of past due assessments payable by unit owner. • Interest shall be due the Association at a rate of 18% per annum from the due date of the assessment on all balances over 40 days past due.
60 Days	Privileges Suspended
70 Days	Late Fee(s) \$100.00
90 Days	•
100 Days	Late Fee(s) \$100.00
120 Days	Commencement of Foreclosure & all related legal expense associated with collection of past due assessments payable by unit owner.
Every 30 days following 100 Days	Late Fee (s) \$150.00

COLLECTION PROCEDURE EXCEPTION: As required by law, upon receipt of Notice of Bankruptcy proceedings, all collection efforts for amounts due up to the date of filing will cease. The Board will investigate and pursue legal collection of past due funds through bankruptcy process. Assessments for current/future dues will be invoiced and payable as stated above for all amounts unrelated to the bankruptcy proceedings

EXHIBIT D

Use Rules for Private Park Use at Issaquah Highlands

1. Cleanup. The User shall clean up all litter, trash, and any other debris and restore the Parks to a clean and orderly condition within 24 hours after the conclusion of any Event or activity.
2. Damage Repair. The User shall reimburse IHCA for the cost of any repair or replacement of landscaping or other facilities within the Parks that occurs during the use of the Parks.
3. Prohibitions. The following are prohibited:
 - a) Use of illegal drugs or controlled substances;
 - b) Lewd or immoral conduct;
 - c) Rowdiness, brawling or fighting;
 - d) Gambling;
 - e) Sale of liquor or consumption of liquor by minors;
 - f) Excessively loud noises or music; and
 - g) Use of kegs or party balls **except as provided in item (4)**
4. Alcohol. Alcoholic beverages are not permitted without a banquet permit. Caterers with a Class I license, however, may post a Class I license in lieu of a banquet permit.
5. Supervision. The User shall designate one or more supervisors (21+ years of age) to be present at all times during an Event or activity, and shall provide the IHCA with a cell phone number and other contact information for that representative.
6. Parking. A parking control must be submitted and approved by the City of Issaquah if traffic is modified for the event or activity.

EXHIBIT E

Violation Fine Schedule (Adopted by Resolution of the IHCA BOD December 17, 2008)

1st Violation:

Written notification from board delivered to owner mandating immediate compliance and listing sanction that may be imposed if compliance does not occur. If immediate compliance or remediation is not possible, then within **10** days of the date of the written notice, the owner shall make arrangements with the Board, in writing for compliance or submit a written appeal.

2nd Violation (or failure to cure/make arrangements in **10** days):

\$50 fine imposed against owner, and payable to association within 10 days of the date of written notice imposing fine.

3rd Violation (or thirty days after notice of 1st violation):

\$100 fine, payable within 10 days of the written notice of the fine, and board can contract to have violations resolved by a third party with all costs billed directly to owner, and failure to pay such costs treated as delinquent assessment (in addition to remedies third party may have against owner).

4th Violation (or forty five days after notice of 1st violation):

\$150 fine, payable within 10 days of the written notice of the fine.

5th Violation (or sixty days after notice of 1st violation):

Privileges suspended. Legal Lien recorded against property and demand of payment letter from attorney for any and all unpaid fees. The owner in violation shall be liable for all expenses incurred by the association including all legal and collection costs. Board of Directors may also impose a daily penalty until such time that the violation is incurred.

Violations will remain on a resident's record for two years, and will be used to determine the assessment of escalating fines. Violations will be removed from the resident's record after two years if there are no further violations during that period.

Residents have the right to appeal any proposed sanctions. Residents have ten days from the date of the written notice of sanctions to submit an appeal in writing to the Association, outlining the reason for the appeal.