

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

Adopted: January 30, 2001

Amended: March 18, 2002 (Breed Ban Policy)

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

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

Amended: July 27, 2005 (Signage, Antennas and Dishes)

Amended: September 27, 2006 (Private Park Rules, Irrigation Equipment Tampering, Home Office District Signage, Change verbiage to Semi-Annual)

Amended: September 12, 2007 (Fertilizer, Pesticide and Dumping, Trash, Physical Disturbances, Tree Topping; Outside Items, Retractable Clothes Lines, Signage, Basketball Hoops)

Amended: April 3, 2009 (Trash Cans, Clotheslines, Real Estate Signage, Basketball Hoops, Deck Storage, Fee/Fine Schedule for Rules Violations)

Amended: November 24, 2010 (Trash Cans)

Amended: March 11, 2011 (ACH)

Amended: February 27, 2013 (Basketball Hoops)

Amended: February 26, 2014 (Animals, Burning), Signage, Smoking)

Amended: July 28, 2014 (Air Conditioners)

Amended: November 19, 2014 (Burning)

Amended: October 28, 2015 (Late Fee Policy)

Amended: August 24, 2016 (Deck & Patio & Porch Storage, Flags & Banners, Holiday Decorations, Leasing of Units, Nuisances, Outside Items, Timesharing, Tree Topping, Window Coverings)

Amended: February 21, 2018 (Bodies of Water; Commune & Rooming House; Decks, Patios, Porches; Flags & Banners; Smoking in Common Areas; Storm Retention Ponds; Timesharing; Vehicles & Equipment; Window Coverings; Enforcement of Rules.

Amended: January 22, 2020 (Animals, Critical Area Buffer Encroachment, Garage and Carports, Irrigation Equipment, Storm Retention Ponds, Window Coverings, Drones, Alleyway Parking, Plant Standards, Roofing Standards)

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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 [Amended and Restated effective July 1, 2012] recorded under King County recording No. 20120607000111 ("Declaration"). Capitalized terms not defined in these Rules have the same meaning as in the Declaration. These current Rules incorporate the Use Restrictions and Rules attached at Exhibit C to the recorded Declaration as well as all amendments which may be hereafter adopted.

Any significant communication or complaint should be registered in writing and directed to the IHCA offices. 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 in **Exhibit B** to these Rules.

2. Restrictions and Prohibitions. The following activities within the Residential Properties are restricted such that they may be undertaken only as (and if) permitted under these Rules, or as expressly permitted by and then subject to such conditions as may be imposed by the Board of Directors:

(a) **Air Conditioners.** Prior to the installation of any air conditioning unit, you must seek approval from the Architectural Review Committee (ARC). Applications can be found on the website (www.IssaquahHighlands.com).

Subject to ARC approval, window air conditioning units must be mounted flush to the window and prohibited to protrude externally.

(b) **Animals.** Subject to King County Animal Care and Control Regulations, a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit. Livestock or poultry of any kind is prohibited. Dogs must be kept on a leash and under control of a responsible party at all times when not contained within the boundaries of the Unit. Pets shall not be allowed to roam free. Owners must clean up after and properly dispose of pet waste. Owners shall take sufficient steps to prevent their pets from unreasonably disturbing others and shall be responsible for any damages caused by their pet or the pet(s) of any guest or tenant. Pets which constitute a nuisance and or threat will be subject to Policy C: Issaquah Highlands Violation Schedule Policy. If a pet has been deemed vicious or potentially vicious by the King County Regional Animal Services or other governing agency, the pet may be removed immediately from the community by King County animal control. Dumping or disposing of unwanted or expired animals is prohibited in all community owned properties including but not limited to ponds, streams, parks, etc.

(c) **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 Residential Association, pertaining to the means, method, and location of TV antenna and satellite dish installation, as allowed under Section 207 of the Telecommunications Act of 1996 (as amended). 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 Residential Association and require such exterior apparatus.

(d) **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 hoops are allowed 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;
- When stored, hoops must be screened from view.

(e) **Bodies of Water.** Trespassing including but not limited to swimming, boating, use of personal flotation devices, fishing, ice skating, dumping, or other active use of ponds, streams or other bodies of water within the Residential Properties or other portions of Issaquah Highlands is prohibited. 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.

(f) **Burning.** Outside burning of trash, leaves, debris or other materials is prohibited. Interior wood burning stoves are prohibited.

Outdoor recreational fires are allowed only in professionally manufactured fire pits and cooking devices. Permanent, in-ground fire pits or similar installations require IHCA ARC approval.

(g) **Commune and Rooming House.** A Unit shall be used as a single housekeeping unit as opposed to persons occupying separate rooms or apartments within the Unit or occupying the Unit in a communal-type arrangement, with or without fee or rent.

(h) **Critical Area Buffer Encroachment.** Encroachment is prohibited into a Critical Area Buffer or a Building Setback Line as described on title or through other Issaquah Highlands documents. Pesticides, insecticides or herbicides are prohibited within the Building Setback Lines, and only fertilizers specified in the Water Wise Living Document shall be allowed within the Building Setback Line. No structures maybe erected or installed outside of one's personal property to include all open spaces, wetlands or forested areas or association property.

(i) **Decks, Patios, Porches.** Decks, patios, and porches are not to be used as storage areas. They must be kept neat, orderly and free of moss or algae. Permissible items to be displayed or used on balconies, patios, and porches include outdoor furniture, unobtrusive patio lighting (not including holiday string lights), planters (artificial flowers/plants are prohibited), and BBQ grills. Furniture and patio lighting used on decks and patios shall be limited to a type especially designed and manufactured for outdoor use and kept orderly and in good repair and shall not unreasonably interfere with a neighbor's view or vision.

(j) **Disrepair.** Structures, equipment or other items on the exterior portions of a Unit shall not be rusty, dilapidated or otherwise have fallen into disrepair.

(k) **Drainage.** Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains is prohibited. 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) **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 Common Area is prohibited. 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 Water Wise Living Document for the Residential Properties suggests best management practices for fertilization and pesticide and herbicide application, which are practices for managing these substances safely, effectively, and responsibly.

Homeowners and contractors may not apply pesticides or fertilizers (including, but not limited to herbicides, insecticides and fungicides) to any portion of the Residential Common Area, or any other Residential Association-owned property including streetscapes. The Residential Association may levy a fine per incident. In addition, violators may be subject to applicable civil or criminal penalties.

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

(n) **Fireworks.** Use or discharge of firecrackers and other fireworks is prohibited.

(o) **Flags & Banners.** Permanent flag poles are permitted with approval from the Architectural Review Committee (ARC) (see ARC Guidelines). Temporary flags and banners may be displayed from a bracket affixed to the exterior of a dwelling.

(p) **Fuel Storage.** Onsite storage of gasoline, heating, or other fuels is prohibited, 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. 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 if approved or allowed by the ARC pursuant to Article IV of the Declaration or if allowed by the architectural guidelines.

(q) **Galvanized, Copper or Treated Materials.** 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 is prohibited.

(r) **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 is prohibited.

(s) **Garage and Estate Sales.** Garage and Estate sales and any associated signage are prohibited except during approved community-wide events.

(t) **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 is prohibited.

(u) **Holiday Decorations.** Holiday decorations may be neatly displayed and secured during seasonal time lines only on the Unit. Winter holiday decorations and lighting (including light clips) may be displayed from October 1st through January 15th.

(v) **Irrigation Equipment.** Unauthorized accessing of and/or tampering with IHCA irrigation equipment including controllers, valves, and all other hardware is prohibited. Violator(s) will be responsible for any damages caused and may be subject to repair fees.

(w) **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 payment. The Board requires a minimum lease term of six (6) months. Notice of any lease, including tenant contact information, together with such additional information shall be given to the IHCA offices 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, Community Wide Standards and these Use Restrictions and Rules.

(x) **Noise.** Use of any radio, loudspeaker, horn, whistle, bell, or other sound device is prohibited that would be audible to occupants of other Units, except alarm devices used exclusively for security purposes. Issaquah quiet hours are from 11:00 pm to 7:00 am.

(y) **Nuisances.** 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 are prohibited. The pursuit of hobbies or other activities which cause an unclean, unhealthy or untidy condition, such as littering, newspapers and flyers, cigarette butts, etc., to exist outside enclosed structures on the Unit are prohibited. Noxious or offensive plants, animals, devices or activities are prohibited which, in the Board's reasonable determination, may cause discomfort, annoyance, or nuisance to persons using the Residential Common Area or to the occupants of other Units.

(z) **Outside Items.** Construction, erection, or placement of anything, permanently or temporarily, on the outside portions of the Unit is prohibited, 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 but is not limited to signs, swimming pools, swing sets or similar sports and play equipment, storage sheds/containers, dog runs, fences, and other landscape improvements. Clotheslines of any type or style are prohibited within Issaquah Highlands. Garbage cans and recycle bins must meet the requirements of Section (hh).

(aa) **Physical Disturbance.** Activity which would disturb or destroy vegetation, wildlife, wetlands, or air quality within the Residential Properties or which use excessive amounts of water is prohibited.

(bb) **Signage.** Signage may not be displayed in windows or be posted on the Residential Properties, except as otherwise expressly provided in these Rules.

Signs or flyers may not be posted on mailboxes, street signs, or on community property in parks, or other common areas including the street frontages and right-of-ways without IHCA approval.

Garage Sale signage. Signage during approved community-wide events shall not be placed in the street frontages, right-of-ways or other common areas.

Home Business signage. In the event of any conflict with the signage provisions within these rules and the policy for Residential Trade or Business and Home Office Districts, the latter shall control.

Pet Waste and Security Signage: One (1) professionally printed home security system sign and or one professionally printed pet waste sign, not to exceed one square foot in size, may be displayed on a Unit.

Political signage. One (1) political sign shall be permitted on a Unit at a time. The political sign shall not be more than five (5) square feet in size, have a maximum height of four (4) feet if posted in the ground, be of professional quality and design, and not obstruct line of sight for any traffic or traffic signals and signage. The term "political sign" means a sign which advocates for one particular candidate, political party or ballot measure. The period in which political signs may be displayed shall be in accordance with state and local law. No political signs shall be placed on street frontages, common areas, facilities or grounds.

For Sale or Rent. One (1) 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. Signs are prohibited from being placed in the streetscapes. Approved signage for units located without street frontage may be posted in the Neighborhood Common Area. In addition, one (1) sign, not to exceed 12" x 24", may be staked in the front of or placed in the window of the unit for sale or rent. Other types of "For Sale by Owner" or "For Lease/Rent" yard or window signs are prohibited.

Sub-Neighborhoods may 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. If there are more than six (6) listings on a T-Bar and a box is not available, the Owner should contact the IHCA office to coordinate postings.

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 be placed in right-of-ways, but may only be used on the day of the open house for the duration of that day's showing.

(cc) **Smoking in Common Areas.** Smoking is prohibited on property owned by the Issaquah Highlands Community Association which may include parks, common area, open space, and undeveloped property. "Smoke" or "Smoking" means the carrying or smoking of any kind of lit or electronic pipe, cigar, cigarette, nicotine, marijuana, or any other lit or electronic smoking equipment.

(dd) **Storm Retention Ponds.** For properties adjacent to a Storm Retention Pond, no big leaf maple, cottonwood, alder, willow trees or other invasive species shall be allowed on the lot. Trespassing and dumping are not permitted at Storm Retention Ponds.

(ee) **Subdivision.** Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat has been approved and filed in the Public Records is prohibited. The Declarant shall be permitted to subdivide, combine, replat, or adjust boundaries for Units which it owns. Furthermore, with the consent of the Reviewer (in accordance with Article IV of the Declaration), 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 an inappropriate location.

(ff) **Timesharing.** A Unit may not be used for operation of a timesharing, fraction-sharing, or similar program, such as short-term leases less than six (6) months. The restriction in this paragraph includes, but is not limited to, online services such as Airbnb, VRBO and other short-term rental agreements.

(gg) **Trails.** Operation of motorized vehicles on pathways or trails is prohibited.

(hh) **Trash.** Any trash (grey), recycling (blue), or yard waste (green) containers and/or bags and other trash containers must be stored in a garage or an ARC approved enclosure during non-pickup hours. Trash cans may only be placed at the curb/street for pickup 12 hours prior to and 12 hours after pickup time. The ARC will consider variance requests in accordance with the variance policy in section 4.5 of the Declaration under the following circumstances:

- a. Topography
- b. Natural Obstructions
- c. Hardship

(ii) **Vehicles and Equipment.** Parking of commercial vehicles or equipment, food trucks, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles are prohibited on a Unit other than inside enclosed garages. 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.

(jj) **Violation of Laws.** No activity is allowed 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.

(kk) **Water Conservation; Lawn Irrigation.** Violation of water conservation measures set forth in the Water Wise Living Document or other governing documents is prohibited. 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.

(ll) **Water Withdrawal.** Sprinkler or irrigation systems or wells of any type are prohibited to draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Residential Properties. The Residential Association shall have the right to draw water from such sources.

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

(nn) **Window Coverings.** Window coverings that are not specifically designed for windows or are not properly installed are prohibited. Paper, cardboard, bedlinen, or reflective material window coverings are prohibited. Garage window covers for multi-family units are prohibited. Appropriate window covering shall be installed within 30 days of closing of escrow.

(oo) **Drones.** The Board will defer to the FAA guidelines on drone usage and operation however, they will enforce operator behavior which is deemed a nuisance.

(pp) **Alleyways.** Impeding traffic by parking vehicles in driveways located within an alley is prohibited.

3. 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 duration of absenteeism from the Unit does not relieve the Owner of this responsibility to comply with the Rules or constitute waiver of fines assessed for violations.

Failure to comply with the rules and regulations set forth herein may result in additional enforcement actions as defined in the policies adopted by the Board for violations and fines.

Fines assessed against an Owner must be paid to the Residential Association.

If an Owner fails to pay a fine when due, such overdue fine will be treated and is enforceable as a delinquent assessment under Article VIII – Residential Association Finances of the Declaration.

In the event of any conflict between the enforcement procedures in this Section 3 and Section 4.24 of the Bylaws, the Bylaws shall control.

EXHIBITS TO USE RESTRICTIONS AND RULES

EXHIBIT A: Rules Regarding Restricted Breeds

EXHIBIT B: Trade or Business & Home Office Districts

EXHIBIT C: Use Rules for Private Parks in Issaquah Highlands

EXHIBIT D: IHCA Tree Management Rules

EXHIBIT E: Community Wide Standards

POLICIES FOR ASSESSMENT/FINE PAYMENT AND ENFORCEMENT

POLICY A: Community Association Assessment & Late Fee Policy

POLICY B: Assessment Payment Policy

POLICY C: Violation Schedule Policy

EXHIBIT A

Policy Regarding Restricted Breeds

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.

Enforcement: The Residential 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 Regional Animal Services

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.

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 Residential 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 pursuant to Section 4.24 of the Bylaws (to the Covenants Panel if then existing or otherwise to the Board) within ten (10) 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 hearing shall be held by the Covenants Committee if then existing or otherwise to the Board of Directors, consistent with Section 4.24 of the Bylaws, as soon as reasonably possible after the appeal is submitted. The Covenants Committee or Board, as applicable, 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, if by the Covenants Committee, may be appealed to the Board. The Board's decision shall be final.

NOTES:

The Board of Directors reserves the power to expand, modify or repeal this Policy at any time.

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.

EXHIBIT B

Trade or Business Home Office District

Trade or Business: No business, trade, moving sale, rummage sale, or similar activity in or at a Unit is allowed (unless such activity is conducted within a "Home Office District," as described below), 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 from a governmental or regulatory authority is required.

All home businesses are required to submit an application to the Board of Directors for approval prior to starting business activity. Public notice will be given in the next available edition of the Connections newspaper offering Issaquah Highlands Residents the opportunity to express their opinion regarding the business application. Upon receipt of public comment, all business applications will be reviewed by the Residential Business Application Review Committee (RBARC), if then existing (or by the Board if no RBARC). The RBARC (if in existence) will provide the Board, (at their next scheduled meeting), with feedback and recommendations regarding reviewed applications. The Board, at their sole discretion, will render a decision whether or not to approve the business.

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" is a business carried on as a secondary, incidental or accessory use being conducted entirely within a residential dwelling, an accessory dwelling or in a building accessory thereto. "Convertible Accessory Unit" is a ground related unit whose ground floor can switch between residential and non-residential uses. Furthermore, unlike Home Occupancy, the business and residential owner do not have to be the same person(s), though the owner of the business or the residence works or lives on-site.

Home Occupation units are allowed one 2 square foot wall sign. Convertible Accessory units are allowed signage as follows: 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 on the side of the Unit that fronts a street. 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.

In the event of any conflict with the signage provisions in this **Exhibit B** and in section 2(aa) of the Use Rules, this **Exhibit B** shall control.

EXHIBIT C

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 D

IHCA Tree Management Rules

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 the IHCA office.

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.

EXHIBIT E

ISSAQUAH HIGHLANDS COMMUNITY WIDE STANDARDS

REVISED 1/22/2020

Issaquah Highlands is a visionary urban village created for the enjoyment and benefit of the entire community. Part of community living involves following the maintenance standards and the guidelines below, which ensure that neighborhoods remain clean, well-maintained, and aesthetically pleasing to residents, while enhancing property values. Reference the ARC “neighborhood types” for specific inclusions and exclusions to these Standards. The maintenance standards and guidelines below must be followed on all portions of residential lots, including front yards, side yards, alleys and inside fences.

- **Turf Standards:**

- Turf must be mowed evenly and be kept at or less than a height of 4” inches.
- Turf must be edged when adjacent to any hard surface or landscape bed.
- Turf should be free of bare patches. Turf may be allowed to go dormant in summer but if patches of grass die, they must be repaired with either sod or seed.
- Turf may be replaced with alternative landscaping on approval by ARC.
- Turf must be free of weeds and moss.
- Grass clippings may remain after a mow to encourage green lawn maintenance practices.

- **Bed Standards:**

- Weeds in any landscape bed must be minimal and kept under control.
- Refer to the ARC “Neighborhood types” for the intended “feel” of the neighborhood and plantings.
- Mulch or bark must be maintained at a minimum of 1” depth to control weeds and conserve water. Two to three (2-3) inches is recommended.

- **Plant Standards:**

- Plant materials shall be a combination of ornamental, native and drought-tolerant varieties adapted to the climatic conditions of the Issaquah Highlands and on the Architectural Review Recommended Plant List and installed as per the Issaquah Highlands Plant Size and Spacing Requirements.
- All plant material shall be maintained in an orderly state, trimmed and neat in appearance. Selective pruning techniques must be utilized. Topping of trees is prohibited.

Vegetation shall not encroach on sidewalks, trails, driveways, or any pedestrian right-of-way. The IHCA may prune encroaching plant material without consent. Trees overhanging sidewalks shall be kept trimmed at least 8 feet above the walkways to facilitate pedestrian use.

- Dead plants should be removed immediately and then replaced during appropriate growing season (spring or fall). Dead is classified as more than 50% of the plant is without leaves or exhibits dead foliage.
 - Low hedges used as screens shall have a maximum height of 42 inches. Plant material used for “living fences” made up of trees or shrubs on the sides or back of yard must not exceed eight (8’) in height.
 - Evergreen plant materials shall be used to screen exposed house foundations.
 - Trees and large shrubs should be located to avoid blocking views from interior rooms or adjacent properties.
 - Designated view covenants must be strictly adhered to.
 - Per Exhibit D of the IHCA Use Rules and Restrictions, “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.”
 - Common area or street trees shall not be topped or limbed or otherwise disturbed. See Exhibit D for Tree Management Rules.
- **Yard Standards:**
 - Yard waste (leaves, twigs and branches) and other debris or rubbish should be removed and appropriately disposed of and not stored within the yard. Yard waste must not be deposited on IHCA property or IHCA maintained streetscapes.
 - No excessive use of yard items such as pots or yard art.
 - Maintenance of yards does not include IHCA landscape (between the street and the sidewalk).
 - Pet Waste must be removed immediately from yards and properly disposed of.
 - Clean-up of a severe wind or weather event which causes excessive storm debris shall occur within 7 days of the event.
- **Vacant Lot Standards: (Sold lots not yet under construction.)**
 - Lots must be kept clean of debris.
 - Lots must be kept mowed as needed during spring and summer months to maintain a vegetation height no greater than 8 inches.
 - All Alder saplings and any other invasive species must be removed from lots.
 - Dead plant material shall be removed immediately.
 - Nothing is to be stored on lots without IHCA permission.
 - Homeowners must maintain proper grading and drainage on their individual lots.
- **Paint Standards:**
 - Trim (fascia boards, railings, and doors) and Body (siding): Paint of both trim and body must be maintained on a regular basis to avoid degradation in the form of peeling, cracked, missing, see-thru or sun-faded paint. Re-painting must take place when 15% of the total area demonstrates degradation.

- **Roofing Standards:**
 - Roof materials must be maintained on a regular basis to avoid degradation due to missing shingles, gutter damage, repair from damage caused by natural elements and moss build-up.
 - Moss must be removed and/or treated when it is visible on any roof surface.
 - Moss control materials, agents or treated roofing materials shall only be used in accordance with the best management practices, as defined in the Water Wise Living Document.
 - Gutters should be free of weeds and other vegetation. Gutter exteriors should be cleaned of dirt, moss and debris.

- **Fencing Standards:**
 - All fencing material must be maintained on a regular basis to avoid degradation due to rotting posts, ground settlement (leaning of panels or posts), and damage caused by natural elements.
 - Gates must latch.
 - Painting standards apply to fencing material whether stained or painted.

- **Other Standards:**
 - **Broken windows:** Windows, window seals and screens must be replaced when broken or damaged. Any broken glass should be properly disposed of immediately.
 - **Motor oil or antifreeze:** Any leakage on the ground surface is not permitted. If it occurs it shall be removed immediately from the ground surface utilizing environmentally safe clean-up kits.
 - **Pesticides/Herbicides:** The use of pesticides, herbicides and weed & feed fertilizers are highly discouraged due to the Issaquah Highlands proximity to the City of Issaquah's aquifer and surrounding waterways. The use of sustainable landscape maintenance practices is highly encouraged. Best practices include routine maintenance, timely irrigation and regular organic fertilization.
 - **Walkways and Driveways:** All paths, stairs, walkways, porches, patios and driveways must be free of weeds and moss.

- **Open Spaces, Parks and Streetscapes**
 - **Open Spaces** comprise a spectrum of purposes, uses, plantings and maintenance. Official designations of these areas include road right-of-way's, active and passive open space and greenbelt separation areas. The IHCA, City of Issaquah or King County are various owners of open spaces. All open spaces are governed by the IHCA Integrated Pest Management (IPM) plan.
 - **Streetscapes** are road right-of-ways and are considered high-visibility and receive correspondingly high levels of effort. Turf streetscapes are mowed 35 times annually and edged about 17 times while groundcover streetscapes are edged as needed. Herbicide applications are performed in accordance with IPM plan.

Street trees are pruned and maintained on a regular basis. Replacements are installed in the fall or winter.

- **Parks and Improved Open Spaces** are maintained to the extent of their original installation. Turf is mowed 35 times annually and edged about 17 times, including bed edges. Herbicide applications are performed in accordance with IPM plan. Hedge and shrub pruning frequency is up to twice per year. Trees are trained, pruned and maintained as needed though less frequently than street trees. Parks are mulched at least every second year. Leaf control is done on a regular basis during major leaf-drop with a final pickup made afterwards. Active open spaces total over 130 acres.
 - **Rough Open Spaces** include hillsides, buffer areas and less-accessible, less-visible portions of parks. These spaces are typically un-irrigated and planted with low- or no-maintenance native plants. Maintenance work may or may not include the use of goat herds or machinery and is geared primarily towards managing invasive species and soil stabilization. No leaf control is provided.
 - **Passive Open Space** includes the 1,287 acres of natural area comprising Grand Ridge Park and over 150 acres of city-owned space. Most of these spaces receive no regular maintenance though invasive species management may occur, often in coordination with governing agencies.
- **As a reminder, any changes to the exterior of homes or yards need approval from the Architectural Review Committee. Please contact IHCA for information.**

POLICY A

Community Association Assessment & Late Fee Policy (Adopted by Resolution of the IHCA BOD November 28, 2012)

This policy incorporates and/or supersedes resolution 09-008 IHCA Late Fee Policy and all prior policies, but in no way negates any specific stipulations in the governing documents.

- a) *LATE FEE/INTEREST:* Late fees shall be applied according to the Late Fee Assessment Schedule (*below*) and in accordance with Section 8.7 of the CC&Rs and/or subsequently implemented Consent to Actions by the Board. Additionally, interest shall accrue at a rate of 12% per annum from the due date of the assessment on all balances over 40 days past due. Interest shall continue to accrue until the account is brought current. All assessments, together with late fees, interest, costs and attorneys' fees are the personal obligation of each owner and constitute a lien upon the unit until paid in full.
- b) *NSF CHECKS/ACH:* Any payment (whether check or an ACH/Direct Debit) returned due to insufficient funds, stop payment, or any other reason will be re-deposited as allowed by bank policies and procedures. A \$50.00 administrative fee will be assessed to the account for each returned payment.
- d) *PAYMENT PLANS:* When the financial situation of a homeowner necessitates an alternate payment plan, a temporary payment schedule may be approved by the Board. Prior to acceptance of an alternative payment plan by Management as authorized by the Board, the homeowner will be required to sign an agreement outlining the temporary payment plan schedule. All applicable late fees and/or interest will continue to accrue and will be included in the payment plan total until such a time that the balance is paid in full.
- e) *LEGAL ACTION:* Assessments and fines, together with late fees and interest, constitute a lien against the lot and are the personal debt of the owner(s). The Community Association may, on accounts 40 days or more past due, turn the account over to a collection agency and/or legal counsel for collections. However, the Association may refer the matter to an attorney at any time when it learns of a potential or actual foreclosure or bankruptcy involving the Community Association property or owner(s), or where other good cause exists for turnover to counsel. Any attorneys' fees or costs incurred in collecting the delinquent assessment will be assessed to the owner's account and will be collectible as an assessment.
- f) *PROPERTY LIEN:* While the delinquent amounts constitute an automatic lien from the date the amounts are due per Section 8.8 of the CC&R's, the attorney or Association's agent is authorized to record a notice of lien against the property with King County

identifying the amount then delinquent. The delinquent owner(s) will be assessed the attorneys' fees and cost incurred in preparing and recording the notice of lien.

g) FORECLOSURE:

Non-payment of an account, which includes but is not limited to assessments, fines, fees, and interest, 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	Monetary
10 Days	Late Fee \$25.00
40 Days	Late Fee \$50.00
Every 30 days following 40 Days	Late Fees \$50.00 each month
Delinquency	Action
40 Days	<p>The following actions may (but are not required to be) taken when an account is 40 or more days' delinquent:</p> <ul style="list-style-type: none"> • Interest will be assessed at a rate of 12% per annum from the due date of the assessment until the account is brought current. • Record a paper lien against the property with King County. • Send Demand Letter to Owner stating the amount of the delinquency and demand payment. • Refer the delinquent account to an attorney or collection agent for collections. However, the Association may refer the matter to an attorney at any time when it learns of a potential or actual foreclosure or bankruptcy involving the Community Association property or owners, or where other good cause exists for turnover to counsel. <p>*Any attorneys' fees or costs incurred in collecting the delinquent assessment will be assessed to the owner's account and will be collectible as an assessment.</p>
120 Days	<p>The following actions may (but are not required to be) taken when an account is 120 or more days' delinquent:</p> <ul style="list-style-type: none"> • The Association or its attorney may commence a lawsuit against the owners on the personal obligation to pay assessments and/or to foreclose the Association's statutory lien for assessments. • If the Association obtains a money judgment, the Board may pursue post-judgment remedies, such as

	<p>garnishments or property liens, upon the advice of counsel and in consideration of the Association's best interests.</p> <p>*Any attorneys' fees or costs incurred in collecting the delinquent assessment will be assessed to the owner's account and will be collectible as an assessment.</p>
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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 the bankruptcy process. Current/future assessments will be invoiced and payable as stated above for all amounts unrelated to the bankruptcy proceedings.

Deviations from, or failure to act under this Collections Policy shall in no way constitute a waiver by the Association of any right to impose and collect assessments or exercise any other right or remedy under the Governing Documents or at law. The Association reserves all legal rights under the Governing Documents and at law.

Approved by affirmative vote of the Board of Directors on October 28, 2015.

Walt Bailey
IHCA Secretary

POLICY B

IHCA Assessment Payment Policy (Adopted by Resolution of the IHCA BOD March 2, 2011)

Effective July 1, 2011, (a) all new units joining the IHCA from the time they are first sold to an owner other than a builder *and* (b) any existing unit within the IHCA that is sold to a new owner, the IHCA assessments must be remitted via ACH (direct debit).

POLICY C

Issaquah Highlands Violation Schedule Policy

[Adopted by resolution of IHCA BOD December 17, 2008]

[Amended by resolution of IHCA BOD December 18th, 2013]

[Amended by resolution of IHCA BOD June 27, 2018]

Fine Schedules

The fine schedules will be used to determine the method of fine escalation as defined in the Fine Policy adopted by the IHCA Board of Directors. Unpaid fines are subject to the IHCA Collection Policy. Fines will be issued for a violation of the Declaration, By-Laws, Use Restrictions & Rules (URR), Community Wide Standards or other governing documents (“Violation”), per the following schedules:

GENERAL

General Violations:

- **Reminder Notice:** A reminder notice may be sent when a violation occurs. The unit owner has 7 days to comply from the date of notice.
- **1st Fine:** If a violation reoccurs not less than seven (7) days or within one (1) year for Use Restriction Rules (URRs)/eighteen (18) months for Community Wide Standards (CWS) from the date of a Warning Notice being issued, a \$50 fine may be issued.
- **2nd Fine:** If a violation reoccurs, not less than seven (7) days or within one (1) year for URRs/eighteen months (18) for CWS from the date of prior notice, a \$100 fine may be issued.
- **3rd Fine or greater:** If a violation reoccurs, not less than seven (7) days or within one (1) year for URRs/eighteen (18) months for CWS from the date of prior notice, a \$150 fine may be issued and additional sanctions may be applied as defined in Section 7.4 Compliance and Enforcement of the IHCA CCRs.
- **Additional Sanctions** may include, without limitation:
 - Exercising self-help or taking action to abate any violation in a non-emergency situation;
 - And levying Specific Assessments to cover costs incurred by the IHCA to bring a unit into compliance.

General Violation Appeals

A Unit Owner may present a written request for a hearing to appeal the alleged violation to the IHCA Covenant Committee by sending an email to covenantcommittee@ihcommunity.org or delivering a written notice to the IHCA office within 10 days of the date of notice.

If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Covenant Committee. Appeals are governed by Section 4.24 of the IHCA Bylaws.

EMERGENCY

Emergency Violations

The IHCA BOD or Executive Director may issue an emergency violation if an emergency situation is deemed to exist. The Unit Owner may be assessed a fine of up to \$5,000, depending upon the actual costs or charges resulting from the violation or the damages or risk of damages arising from the violation, subject to the appeal process described below.

Emergency Violations Appeals

In the event that the IHCA BOD issues an emergency violation, a Unit Owner may present a written request for a hearing to appeal the alleged violation directly to the IHCA BOD by sending an email to the IHCA Executive Director or delivering a written notice to the IHCA office within 10 days of the date of notice.

If a hearing is requested within the allotted 10-day period, the hearing shall be held before the IHCA BOD within a reasonable time period. Appeals are governed by Section 4.24 of the IHCA Bylaws.

RESIDENTIAL/HOME BUSINESS

RESIDENTIAL/HOME BUSINESS VIOLATIONS

IHCA Unapproved Business Violations: Violations may be issued for any residential home business which has **NOT** been approved by the IHCA BOD as follows:

- **1st Fine:** A cease and desist notice may be sent to the business owner requiring all business activity to stop immediately and a fine of **\$100** may be issued.
- **2nd Fine:** Not less than seven (7) days from the date of prior notice, a fine of **\$150** may be issued if the residential home business continues to operate and the business may incur additional sanctions.
- **Additional Sanctions:**
 - A **\$150** per day fine may be issued if the residential home business continues to operate.

IHCA Approved Business Violations: Violations may be issued for any residential home business which has been approved by the IHCA BOD as follows:

- **Warning Notice:** Absent exigent or dangerous circumstances, a warning notice may be sent when a business is found to be operating outside the scope of the approved business or is in violation of the IHCA Governing Documents. The unit owner has 7 days to comply from the date of notice.
- **1st Fine:** If a violation of a serious nature that does not require a Warning Notice occurs, or if a violation reoccurs not less than seven (7) days from the date of prior notice, a fine of **\$100** may be issued if the actions which prompted the violation notice are not corrected or are repeated, and the business may incur additional sanctions.
- **Additional Sanctions:**
 - A cease and desist notice may be sent to the business owner requiring all business activity to stop immediately.
 - A **\$150** per day fine may be issued until a revised residential home business application has been submitted to the IHCA BOD.

RESIDENTIAL/HOME BUSINESS VIOLATIONS APPEALS

IHCA Unapproved Business Appeals

The unit owner may present a written request for a hearing to appeal the alleged violation to the IHCA Covenant Committee by sending an email to covenantcommittee@ihcommunity.org or delivering a written notice to the IHCA office within 10 days of the date of notice.

If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Covenant Committee within a reasonable time period. Appeals are governed by Section 4.24 of the IHCA Bylaws.

IHCA Approved Business Appeals

The unit/business owner of an IHCA BOD approved business who violates the conditions of the business approval may appeal the violation directly to the IHCA BOD by sending an email to homebusinessapp@ihcommunity.org or delivering a written notice to the IHCA office within 10 days of the date of notice.

If a hearing is requested within the allotted 10-day period, the hearing shall be held before the IHCA BOD within a reasonable time period. Appeals are governed by Section 4.24 of the IHCA Bylaws.

ARCHITECTURAL (ARC) GUIDELINES

ARC VIOLATIONS

ARC Unapproved Project Violations

Violations may be issued for any residential architectural project which has **NOT** been approved by the IHCA ARC as follows:

- **Warning Notice:** A notice may be sent when a Violation occurs. A cease and desist notice may be sent to the unit owner requiring all project activity to stop immediately.
- **1st Fine:** Not less than seven (7) days from the date of prior notice, a **\$50** fine may be issued if the ARC project continues or is not restored to the original pre-project conditions.
- **2nd Fine:** Not less than seven (7) days from the date of prior notice, a **\$100** fine may be issued if the ARC project continues or is not restored to the original pre-project conditions and the unit owner may incur additional sanctions.
- **3rd Fine:** Not less than seven (7) days from the date of prior notice, a **\$150** fine may be issued if the ARC project continues or is not restored to the original pre-project conditions and the unit owner may incur additional sanctions.
- **Additional Sanctions:**
 - A **\$150** per day fine may be issued at any time following the first Fine Notice if the ARC project continues or is not restored to the original pre-project conditions.
 - The IHCA BOD may elect to exercise self-help or take action to abate the violation in a non-emergency situation.
 - Levying Specific Assessments to cover costs incurred by the IHCA to bring the Unit into compliance.

ARC Approved Project Violations

Violations may be issued for any residential architectural projects which have been approved by the IHCA ARC as follows:

- **Warning Notice:** A notice may be sent when an ARC project is found to be deviating from the scope of the approved ARC project or is in violation of the IHCA Governing Documents. The notice may include a cease and desist order requiring all project activity to stop immediately.
- **1st Fine:** Not less than seven (7) days from the date of prior notice, a **\$50** fine may be issued if the ARC project continues outside the approved or is not restored to the original pre-project conditions.
- **2nd Fine:** Not less than seven (7) days from the date of prior notice, a **\$100** fine may be issued if the ARC project continues to deviate from the scope of the approved ARC project and the unit owner may incur additional sanctions.

- **3rd Fine:** Not less than seven (7) days from the date of prior notice, a **\$150** fine may be issued if the ARC project continues to deviate from the scope of the approved ARC project and the unit owner may incur additional sanctions.
- **Additional Sanctions:**
 - A **\$150** per day fine may be issued at any time following the first Fine Notice if the ARC project continues or is not restored to the original pre-project conditions.
 - The IHCA BOD may elect to exercise self-help or take action to abate the violation in a non-emergency situation, subject to Section 4.24(a) of the IHCA Bylaws.
 - Levying Specific Assessments to cover costs incurred by the IHCA to bring the Unit into compliance.

ARC VIOLATION APPEALS

ARC Unapproved Projects Appeals

The unit owner may present a written request for a hearing to appeal the alleged violation to the IHCA Covenant Committee by sending an email to covenantcommittee@ihcommunity.org or delivering a written notice to the IHCA office within 10 days of the date of notice.

If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Covenant Committee within a reasonable time period. Appeals are governed by the Section 4.3(f) of the CCRs.

ARC Approved Projects Appeals

The unit owner who violates the conditions of the ARC approval may appeal the violation directly to the IHCA BOD by sending an email to homebusinessapp@ihcommunity.org or delivering a written notice to the IHCA office within 10 days of the date of notice.

If a hearing is requested within the allotted 10-day period, the hearing shall be held before the IHCA BOD within a reasonable time period. Appeals are governed by the Section 4.3(f) of the CCRs.