Electronically Recorded 20151104000721

SIMPLIFILE
Page 001 of 003
11/04/2015 12:35
King County, WA

75.00

After Filing Return To: Issaquah Highlands Community Association 1011 NE High Street, Suite 210 Issaquah, WA 98029

Issaquah, WA 98029 Attention: Sarah Hoey

THIS DOCUMENT IS RECORDED

AS A COURTESY ONLY.

FIRST AMERICAN TITLE INSURANCE CO.

ASSUMES NO LIABILITY FOR

SUFFICIENCY, VALIDITY OR ACCURACY

NOTICE OF FEES DUE AT ESCROW AND UPON PURCHASE UNDER DECLARATION OF CC&RS AT ISSAQUAH HIGHLANDS

Grantor(s):

Issaquah Highlands Community Association, a

Washington non-profit corporation

Grantee(s):

The Public

Legal Description:

Portions of Section 23, 24, 25 and 26, Township 24N,

Range 6E, W.M., King County, Washington

Additional Legal Description:

See Exhibit A of this document

Assessor's Tax Parcel Nos.:

2597490830

Reference Nos. of Related

20120607000111, as amended; See Exhibit A of this

Documents:

document

THIS NOTICE OF FEES DUE AT ESCROW AND UPON PURCHASE provides notice of fees that are required to be paid at each closing of a sale of a residence within Issaquah Highlands that is covered by the *Declaration of Covenants, Conditions and Restrictions for Issaquah Highlands Residential Properties* [Amended and Restated June 1, 2012], recorded June 7, 2012, under King County Recording No. 20130412002092, which Declaration was initially recorded under King County Recording No.199704281806, as subsequently supplemented, amended and restated (collectively "**Declaration**").

The following fees shall be collected by each escrow agent at the closing of the sale of a residence and remitted (or paid by the seller directly if no escrow agent is used for the closing) to the Issaquah Highlands Community Association ("IHCA"), the residential homeowner association, at the address stated in Section 5 below. Each escrow agent is to inquire of the IHCA prior to the closing of a sale of the total amounts due to the IHCA for that residence:

- 1. <u>Capitalization Assessment</u>. The Declaration (Section 8.10) requires that a capitalization assessment be paid to the IHCA at each closing in an amount equal to ½ of the Base Assessment per residence for the year of acquisition.
- 2. <u>Delinquent Assessments</u>. Any delinquent assessment(s) that is due but unpaid under Article VIII of the Declaration.
- 3. <u>Escrow Administrative Fee</u>. An administrative fee in the current amount of \$125 per residence sold (which fee may be increased by IHCA from time to time).

- 4. Expedited Fee. If the inquiry from the escrow agent (or the seller if no escrow is used for closing) to the IHCA is less than seven (7) days before the scheduled closing date, then an additional administrative fee of \$50 per residence is due for IHCA's expedited response.
- 5. Payment by Escrow. All fees shall be paid and inquiries made as follows:

Issaquah Highlands Community Association 1011 NE High Street, Suite 210 Issaquah, WA 98029 Attention: Executive Director

Attention: Executive Director Sarah.h@ihcommunity.org Phone: 425-507-1120

Fax: 425-837-4720

The address and contact information set forth above may be changed by recording a supplemental notice. Nothing in this notice modifies the terms of the Declaration, and the Declaration shall govern in the event of any conflict with the terms set out in this notice.

Dated: Oxfolin 20, 2015

ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION, a Washington non-profit corporation

By: Sarah Hoey, Executive Director

STATE OF WASHINGTON)

COUNTY OF KING)

On this 20th day of CCTOBER, 2015, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared SARAH HOEY to me known to be the Executive Director of ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION, a Washington non-profit corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first

above written.

BARBARA URIBE NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES SEPTEMBER 17, 2019

NOTARY PUBLIC in and for the State of

Washington, residing at ISSACUAH WASANGTON

My appointment expires 9/17/2019
Print Name BARBAKA URIBE

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND COVERED BY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ISSAQUAH HIGHLANDS RESIDENTAIL PROPERTIES

All property covered by the following recording numbers and prior Amendments to Declaration are as follows (and each recorded document lists the tax parcel #s affected):

9704281806, 9712121469; 9812142680; 19990812000176; 19991011000727, 20001113000116, 20011119002073; 20011128000870; 20020118001735; 20021120001899, 20021120001920, 20021204000138; 20030515002494; 20030625003047; 20030723000762; 20031118000197; 20031120000443; 20040204000591; 20040624000949; 20040624000950; 20040818002425; 20041026000313; 20041117000907; 20041201000521; 20050601000450; 20050922000300; 20051107000629; 20051114001847; 20060330000552; 20061017002324; 20061101000930; 20061220001719; 20070719001711; 20070910000992; 20080423000752; 20080612000852; 20080918001616; 20081029001183; 20081126001055; 20081219000786; 20091130002915; 2010630000841; 20101112001400; 20101223001668; 20110323001689; 20110323001690; 20120607000111; 20121106001859; and 20121129001656.

Electronically Recorded 20151104000722

After Filing Return To: **Highlands Council** c/o Issaquah Highlands Community Association 1011 NE High Street, Suite 210 Issaquah, WA 98029

Attention: Sarah Hoev

NU5-CM-47080 THIS DOCUMENT IS RECORDED AS A COURTESY ONLY. FIRST AMERICAN TITLE INSURANCE CO. **ASSUMES NO LIABILITY FOR** SUFFICIENCY, VALIDITY OR ACCURACY

SIMPLIFILE Page 001 of 004 11/04/2015 12:35 King County, WA

76.00

SUPPLEMENTAL NOTICE OF FEES DUE AT ESCROW AND UPON PURCHASE FOR COMMUNITY ENHANCEMENT FEE, INTERNTET FEE AND SUBSCRIPTION REQUIRED UNDER COVENANT FOR COMMUNITY [Issaquah Highlands]

Grantor(s):

Highlands Council, a Washington non-profit corporation

Grantee(s):

The Public

Legal Description:

Portions of Section 23, 24, 25 and 26, Township 24N,

Range 6E, W.M., King County, Washington

Additional Legal Description:

See Exhibit A of this document

Assessor's Tax Parcel Nos.:

362988-0010-0

Reference Nos. of Related

20090227001960; 20130412002092; 20040204000499, as

Documents:

amended; See Exhibit A of this document

THIS SUPPLEMENTAL NOTICE OF FEES DUE AT ESCROW AND UPON PURCHASE provides additional notice of fees [previously recorded under King County Recording No. 20090227001960] to be paid upon transfer of title of units within Issaquah Highlands pursuant to the Covenant for Community for Issaquah Highlands [Second Amended and Restated April 12, 2013], recorded April 12, 2013, under King County Recording No. 20130412002092, which covenant was initially recorded under King County Recording No. 20030911002246, as subsequently supplemented, amended and restated (collectively "Covenant").

1. Community Enhancement Fee - Residential Transfer. Section 2.3(d) of the Covenant authorizes a "Community Enhancement Fee" be paid upon transfer of title of each residential Unit by the Owner at the rate set by the Highlands Council, which is currently at one quarter of one percent (0.25%) of the gross sale price of the residential Unit being transferred. The Community Enhancement Fee is to be collected by each escrow agent at closing and remitted as follows (or is to be paid by the seller directly if no escrow agent is used for the closing):

> **Highlands Council** c/o Issaquah Highlands Community Association 1011 NE High Street, Suite 210 Issaguah, WA 98029 Attention: Executive Director

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2. Internet Network Connection and Fee. In addition to the Community Enhancement Fee, the Covenant requires that each owner of a single family or condominium residence subscribe to the high speed fiber optic internet system installed to serve Issaquah Highlands (Section 6.2 of the Covenant). Each owner is obligated to pay the initial connection fee upon transfer of title of each residential Unit by the Owner and to pay the periodic service fee for this internet service (called the "Network Fee" under Section 6.4 of the Covenant). Questions regarding the internet system or the Network Fees should be directed as follows:

HFN c/o Highlands Council 2550 NE Park Drive Issaquah, WA 98029 Attention: Executive Director

3. <u>Lien to Secure Payment</u>. To ensure payment of the Community Enhancement Fee and Network Fee, the Covenant creates liens automatically against each residential Unit in Issaquah Highlands to secure payment of all delinquent assessments, interest, late charges and attorneys' fees (Sections 2.3(e) and 6.5 of the Covenant). Each lien is a continuing lien and enforceable against successor owners of the property.

The addresses set forth above may be changed by recording a supplemental notice. Nothing in this notice modifies the terms of the Covenant, and the Covenant shall govern in the event of any conflict with the terms set out in this notice.

Dated: 10/2 4 , 2015

HIGHLANDS COUNCIL, a Washington

non-profit corporation

ACKNOWLEDGEMENT

STATE OF WASHINGTON ss.
COUNTY OF KING
On this 36th day of October , 2015, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared to me known to be the fresider of HIGHLANDS COUNCIL, a Washington non-profit corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.
Notary Public State of Washington Brianna M. Eight NOTARY PUBLIC in and for the State of Washington, residing at 1554 gunh, Washington My COMMISSION EXPIRES November 1, 2017 Print Name Brianna M. Eight

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND COVERED BY COVENANT FOR COMMUNITY FOR ISSAQUAH HIGHLANDS

All property covered by the following recording numbers:

Covenant for Community for Issaquah Highlands, re-recorded under King County Recording No. 20030911002246, as Amended and Restated under King County Recording No. 20040204000499; and as amended by additional covenants as follows:

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King County Recording No. 20030723000761;
King County Recording No. 20031121000403;
King County Recording No. 20040818002422;
King County Recording No. 20041026000310;
King County Recording No. 20041117000904;
King County Recording No. 20041201000518;
King County Recording No. 20050411000021;
King County Recording No. 20050601000447 and re-recorded under King County Recording No.
          20060215000131;
King County Recording No. 20050922000304:
King County Recording No. 20051107000626;
King County Recording No. 20051114001844;
King County Recording No. 20060330000549;
King County Recording No. 20060619000249;
King County Recording No. 20061101000927;
King County Recording No. 20061107000718;
King County Recording No. 20061220001724;
King County Recording No. 20070719001712;
King County Recording No. 20070730001823;
King County Recording No. 20080918001614 and re-recorded under King County Recording No.
      20080926000557;
King County Recording No. 20080926000558;
King County Recording No. 20081216000521;
King County Recording No. 20090227001959;
King County Recording No. 20090421000825;
King County Recording No. 20090821002105;
King County Recording No. 20091229002093;
King County Recording No. 20100805001280;
King County Recording No. 20110323001692;
King County Recording No. 20120308000906;
King County Recording No. 20140820001420
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IN ADDITION, the Covenant covers all property for which an "Issaquah Highlands Participation and Covenant" was recorded on that property and which expressly subjected said property to the Covenant.