



ESPLANADE

CONDOMINIUMS

HOUSE RULES

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1 PURPOSE & SCOPE

Although the following rules are officially cited as “Esplanade Condominium House Rules” and are examples of a “Good Neighbor Policy”, these rules do not supersede any rules or regulations listed in the Condominium Declaration.

- It benefits all homeowners to establish rules and regulations for the common use and enjoyment of Association members. The community of Esplanade Condominium Association has three goals: to protect each Homeowner’s investment, to enhance property values, and to improve everyone's living environment.
- The Board of Directors of the Association reserves the right to amend these Rules and Regulations and to make such other Rules and Regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all the occupants thereof.
- These Rules and Regulations shall be construed in accordance with and governed by the laws of the State of Washington.
- The paragraph captions are set forth only for convenience and reference and are not intended in any way to define the scope or intent of these Rules and Regulations.
- The Board of Directors, the Property Management Company, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all rules, regulations, restrictions, conditions, covenants, liens and charges now or hereafter imposed by these Rules and Regulations.
- House rules implicitly include all posted rules at Common Areas.
- House Rules for the Esplanade will be posted in the Club House/Cabana
- The effective date of these House Rules is 8/1/2007. These House Rules supersede any and all previously published House Rules, but do not supersede the Declaration.

2 HOMEOWNER / RESIDENT RESPONSIBILITY

The Home Owner is ultimately responsible for any damage to Common Areas or Limited Common Areas caused by any tenant or visitor. Rental of a unit does not constitute a waiver or relinquishment of the Owner’s responsibility as specified in the Declaration and Bylaws. Tenants and visitors must abide by the Governing Documents.

All Owners must register all new residents and automobiles with the Property Management Company within 48 hours of new residents moving in. This also applies to resident owners who have new occupants sharing their units.

2.1 MAINTENANCE

Each Owner is responsible to report maintenance problems with their own unit to the Property Management Company and the surrounding units when others’ private property or the Limited Common Areas or Common Areas may be adversely affected. Any damage done to these areas are the responsibility of the Owner of the originating unit, whether the damage resulted from action or inaction on the part of the Owner.

Owners that observe maintenance problems with the Common Areas or Limited Common Areas should report the concern to the Property Management Company to begin the investigation and possible repair.

2.2 GARBAGE AND RECYCLING

Recycle items are to be placed in the proper recycle bins. Cardboard boxes *must* be broken down and flattened before placing in the recycle bin.

Large items, furniture, appliances, hazardous materials, construction debris, etc. may not be disposed of in garbage bins on association property. Violating these rules can result in more garbage pickups and higher dues in order to pay for the extra pickups.



Follow the garbage guidelines as posted at each dumpster location.

2.3 SECURITY

Residents should leave a key to their unit with an emergency contact, and provide that contact's phone number with the Property Management Company. If there will be a non-resident coming in and out of your unit during any extended absence, please let your Building Captain know.

2.4 DUES / MEMBER ASSESSMENTS

Homeowner Association dues are due on the first of the month. A fine of \$25.00 will be imposed for each billing period payment is late.

3 NUISANCES

No obnoxious, offensive or undesirable items, use or activities shall be permitted or maintained within a unit, Limited Common Areas and Common Areas.

3.1 GENERAL NOISE LEVELS

In order to maintain a friendly environment the Esplanade HOA has designated quiet hours, which apply to all owners, residents and resident guests. Outside of these hours homeowners are expected to maintain reasonable noise levels and should be considerate of neighbors at all times.

1. QUIET HOURS: Sunday through Thursday evenings from 10:00 pm until 7:00 am the following morning. Friday and Saturday nights from 11:00 pm through 8:00 am the following morning.
2. Operation of appliances should be timed to avoid disturbing neighbors. For example, be aware of the noise created by bathroom fans, garbage disposals, washer/dryer, vacuum cleaners, etc. Try to limit their use during quiet hours.
3. Discretion is to be used when operating radio, stereos, entertainment centers, and televisions or when entertaining visitors etc. If speakers are mounted on walls, homeowners may be required to remove if complaints are lodged. Please be aware of noise levels and be considerate of your neighbors in your home, in the hallways and on your decks. Please remember that not every person maintains your schedule. Entertainment equipment should never be played so loud as to be heard outside your unit. Sounds easily transmit through the walls and studs to neighboring units.
4. Tile Floors: Consider foot noise that may transmit to the neighbors below.

3.2 PETS

Allowable pets within the community are solely domestic animals such as dogs, cats, birds and small reptiles and are limited to two animals per unit. All pets must be kept in accordance with the City of Kirkland Animal Control and King County, Ordinances, and the CC&Rs/Declaration set forth for the Association.

Pets are required to be on a leash, under control and attended by the owner while in common or Limited Common Areas. No pets are to be tethered on any of the Common Areas, i.e. stairwells, stakes, trees, bushes, light poles, etc. and/or left unattended outside for any length of time. No pets are allowed inside the gated pool area or the club house.

Pet owners are responsible for immediate removal and disposal of all animal waste. Animals must not be allowed to urinate on the grass. Kitty litter must be double bagged prior to disposal. Any damage or stains resulting from pets in the Common or Limited Common Areas will be cleaned or repaired at the owner's expense.

Pet owners are responsible for prevention of odor, nuisance, noise, unsanitary conditions and other problems relating to their pets. Pets that generate noise complaints may incur fines to their owners consistent with Section 3.1. The Board may at any time require the removal of any pet which it finds is disturbing other Owners unreasonably.

Any owner or resident who maintains a pet in the Association agrees to indemnify the Association from any loss, claim, or liability arising by any reason of keeping such pet.

3.3 SMOKING

Please be considerate of your neighbors with regard to second hand smoke and nearby open windows. Second-hand smoke poses a health hazard to others therefore smokers may be required to limit their smoking to their own unit with windows and doors closed or outside areas at a distance where the smoke will not enter other units.

Smoking is prohibited in stairwells. Cigarette butts must be extinguished and disposed of appropriately, and disposing of cigarette butts into the landscaping and all Limited Common Areas and Common Areas is subject to fine.

4 PARKING LOT

The parking lot speed limit is 10 MPH.

Parking is only permitted in designated parking areas. Parking is not permitted in loading or fire zones. Only passenger motor vehicles are permitted to be parked on Esplanade Association property. A parked car that blocks another car from entry or exit is subject to immediate towing.

Commercial vehicles may be parked during the day when engaged in commercial endeavors specific to Esplanade Association or residents. Commercial vehicles that serve primary transportation of a resident may be parked in their assigned stalls provided they comply with all other parking guidelines.

All vehicles parked on Esplanade Association premises must be currently licensed and operational. No "inoperable" vehicle may be parked for more than 72 hours anywhere on the property. An "inoperable" vehicle

includes any vehicle which is improperly licensed, unlicensed, without current tabs, or which is not highway operable due to physical features that include flat tires.

Any vehicle parked on Esplanade Association property not in compliance with these parking provisions may be towed without warning at owner's expense and may incur fines to the owner and/or tenant responsible for the vehicle.

Parking spaces shall be kept free of oil and grease, using a drip pan if required. Owners of vehicles with gasoline or oil spillage will be responsible for the cost of cleanup of such spills and replacement of concrete/asphalt if required.

The Board encourages vehicle owners to protect against break-in and theft by removing personal items (such as CDs, laptops, etc.) from parked vehicles.

4.1 RESIDENT PARKING

All Esplanade Association condominium units are assigned specific parking spaces; please respect others by only parking in spaces designated for your unit. Trading or leasing of parking spaces must be documented in writing and submitted to the Board of Directors. Vehicles parked in space allocated to another owner must have that owner's permission in writing. Homeowners have the right to tow any unauthorized vehicles from their own parking space. Any dispute arising from a vehicle having been towed from a reserved spot will need to be resolved between the owner of the vehicle and owner of the reserved spot.

Parking spaces are not to be used for storage of personal belongings. Motor vehicles must be parked in such a manner as not to obstruct any normal use of other parking spaces or Common Areas.

4.2 VISITOR PARKING

Visitor parking is intended for short term, occasional visitors only. Visitors may park in parking spaces designated "VISITOR" on no more than 7 calendar days in any 21 day period, unless previously authorized by the Board. Cars that use visitor parking overnight will be counted as using parking for 2 calendar days.

No recreational vehicles, boats, trailers, campers, commercial vehicles, or oversized trucks shall be parked in the areas defined as Visitor Parking or Common Areas or driveways on Association property.

Residents are responsible to communicate appropriate parking to their visitors. Residents may be fined if their visitors repeatedly park in reserved spots.

The Board reserves the right to tow any unauthorized vehicle from visitor parking and all other Common Areas.

4.3 VEHICLE WASHING

Washing of vehicles on property may be done by bucket only (no hoses).

5 COMMON AREAS

The Common Areas are identified as: cabana, stairwells, pool, spa, breezeways, stairways, landscaping and walkways surrounding the building, garbage/recycling areas, vehicle parking areas, postal mailbox areas, main building entries, and side door entries.

Each homeowner, resident or visitor is responsible for maintaining the integrity of the Common Areas including but not limited to cleanliness, upkeep, damage and abuse. Particular care is to be taken with grocery or other carts, moving furniture, etc. to avoid damage to walls and other building structures or amenities. Any debris left from moving or from transporting items such as Christmas Trees and decorations is to be cleaned.

Any homeowner, resident or visitor found to be causing damage to Common Areas, Limited Common Areas, or other units will be responsible for all costs and repairs associated with the damages.

5.1 POOL/SPA

The pool area and spa are closed between 10:00 pm – 8:00 am. The pool is closed seasonally. Pool/Spa facilities are reserved exclusively for use by residents and their visitors. 3 visitors per unit may use the facilities and must be accompanied by resident. Alcohol is prohibited in the pool/spa area.



Refer to rules posted in Pool/Spa area for a complete list of rules.

5.2 CLUB HOUSE/CABANA

Rules will be included once the long-term purpose of the club house is decided.

5.3 SIGNS/POSTINGS

No sign of any kind shall be displayed to the public view on or from any unit or common element without prior consent of the Board.

5.4 STRUCTURAL MODIFICATIONS

The Board of Directors must be pre-approve any structural modifications to existing interiors, common area walls, ceilings, or load bearing structures in writing. Homeowners may be held responsible for any damages and/or associated costs relating to such modifications.

- Any holes larger than drywall screws/anchors/toggles, etc. must be approved by the Board and may require professional services at homeowner expense.
- Modifications to interior electrical wiring must be approved by the Board and may be required to be performed by a licensed electrician. All electrical work and materials must comply with the National Electric Code (NEC), the Occupational Safety and Health Act (OSHA), and all state and local codes.
- Hardwood floors are permitted on first floor units only, and must be approved by Board.

5.5 ANTENNAS & SATELLITE DISHES

Installation of dishes under one meter (39.37") in diameter or other types of exterior antennas under one meter in length may be installed by a resident only in the resident's personal deck/patio. No holes or other modifications can be made to any other part of the building for this installation. Antennas and receivers shall not be placed in any Common Areas including the roof or walls of the building without the prior consent of the Board.

In the future, common satellites may be installed on building roofs by the Association to provide signal to owners who wish to share a common receiver.

6 LIMITED COMMON AREAS

Limited Common Areas are defined as: any shutters, awnings, window boxes, door steps, porches, balconies, patios and all exterior doors and windows and other fixtures designed to serve a single unit but which are located outside the unit's boundaries. Any flew, duct, wire, conduit bearing wall, that lies partially within and partially outside the designated boundaries of the unit if it servers only that unit.

6.1 WINDOWS / DOORS

In order to maintain exterior uniformity, all portions of curtains, blinds or draperies visible from outside the units shall be white. No exterior awnings, window guards or ventilators/air conditioners may be installed without prior written approval from the Board.

Homeowners are responsible for window pane and door repair. Owners may not replace the glass or screens in the windows or doors of the Units except with materials of the same color or quality to those originally installed.

6.2 DECKS/PATIOS

Activity on exterior decks must be disturbance free to neighbors, and Quiet Hours also pertain to decks.

Decks and railings should be kept clean. Decks are not to be used for additional storage.

Articles and debris are not to be thrown nor swept off the deck (i.e. cigarette butts).

Temporary decorations with holiday themes are permitted. Do not attach items such as plant hangers, television or radio antennas, etc to exterior Common Areas. Installation of these items may lead to potential water intrusion and is therefore not permitted.

All storage of bird seed, food, and organic materials must be securely sealed/stored in such a way as to prevent rodent intrusion. Seed filled bird feeders are prohibited.

Homeowners are responsible for all personal property kept on decks/patios. The Association will not be responsible for theft or damage of homeowner personal property on decks/patios.

6.3 BARBEQUES

Personal barbeque use is permitted by the Association's insurance. Unit owners will be held responsible for damage or injury resulting from the use of any barbeque owned or operated by a resident or guest of their unit.

Please enjoy the community grill available for free use in the pool area.

7 BUSINESS OR COMMERCIAL USE

Units are for single family residences only. Home office use involving non-resident employees or regular visits by customers and/or clients is prohibited.

7.1 RENTALS/LEASING OF UNITS

The Property Management Company must be notified of an Owner's intent to rent or lease. Renting/leasing of units is strictly for residential use. Copies of all leasing/rental agreements and proof of tenant insurance shall be delivered to the Property Management Company before the tenancy commences.

The owner must include in any lease that the lease terms are subject to the Governing Documents of the Association. The Owner or Designate must give copies of the Governing Documents to the Tenant. Copies of these can be obtained from the Property Management Company.

Tenants must comply with the Governing Documents of the Association. The Board may require the eviction of a Tenant who repeatedly violates these documents.

Fees: Tenants are subject to a move in fee of \$250, payable either through the Owner when delivering copies of lease/rental agreement to the Property Management Company, or directly from tenant within 48 hours of when tenancy commences.

Screening: HOA recommends that homeowners screen all prospective tenants, at the Owner's cost, by a tenant screening service. The Owner may contact the Property Management Company for a list of services.

Lease Period: Leases/rental agreements are to be written for a minimum of six months.

Parking: Tenants may not use visitor parking, and violations will incur fines and/or towing.

Insurance: Tenants must have "tenant Insurance that includes liability" at an amount not less than \$30,000, and must provide proof of insurance to the Association within 30 days of moving in. Home owner policies do not cover all incidents from tenants and these must therefore be covered by a separate insurance policy.

Fines: Failure to comply with any of the above leasing rules could result in a \$500.00 fine, per violation, to the unit owner.

Responsibility: The Owner is held responsible for any damage to Common Areas, Limited Common Areas and other Owner property caused by the tenant, whether or not the tenant was in violation of the rental agreement or the Governing Documents. Rental of a unit does not constitute a waiver or relinquishment of the owner's responsibility as specified in the Governing Documents.

8 FINES

When a homeowner has identified a violation, the Property Management Company should be notified in writing. The notification must include the name of the homeowner submitting the notice, the unit number in violation and the homeowner if known, with proof if applicable/possible (e.g. pictures) and the nature of the violation.

8.1 FINE SCHEDULE

Fines per specific violation will be levied per the following table. Fines are levied for violations of any of the Governing Documents and will be compounded. Any fines not paid shall be delinquent and subject to late charges, interest charges, and collection procedures, and if not paid in full a lien may be placed on the property.

First violation – Warning letter stating necessary correction

Second violation – \$50

Subsequent violation – \$100

In the case of a parking violation, the fine schedule above may not apply if the Board, Property Management or parking enforcement cannot ascertain from existing records which unit owner is responsible for the offending vehicle. In these cases the following schedule applies:

First violation – Parking violation notice attached to car

Subsequent violation (of any section of the parking policy) – Vehicle will be towed at Owner's expense.

8.2 DISPUTE RESOLUTION

Any dispute to a warning letter or fine for a violation or alleged violation of these rules should be made immediately upon receipt of the initial notification. An Owner who receives a warning letter for an alleged violation for which said Owner is not responsible should not wait for an additional warning letter or fine before contacting the Property Management Company or the Board to begin the dispute resolution process.

In the event a dispute regarding a violation arises, the Board will make final judgment after reviewing the testimonies of Owners from at least three Units (including the disputing Owner) or the significant evidence provided by one Owner.

9 EMERGENCIES

For life threatening emergencies or to report criminal activity, dial 9-1-1.

To report maintenance emergencies, call the Property Management Company 24-hour hotline at (206) 622-8600.

10 GLOSSARY

Common Areas Cabana, stairwells, pool, spa, breezeways, stairways, landscaping and walkways surrounding the building, garbage/recycling areas, vehicle parking areas, postal mailbox areas, main building entries, and side door entries.

Limited Common Areas Any shutters, awnings, window boxes, door steps, porches, balconies, patios and all exterior doors and windows and other

fixtures designed to serve a single unit but which are located outside the unit's boundaries. Any flew, duct, wire, conduit bearing wall, that lies partially within and partially outside the designated boundaries of the unit if it servers only that unit.

Owner Anyone who owns a unit at the Esplanade, regardless of whether that person currently lives at the Esplanade.

Tenant An Esplanade resident who lives in a unit that is not owned personally or by an immediate family member, regardless of whether the resident is paying rent. Visitors may be considered as tenants for purposes of rule enforcement after a predefined period (see **Visitor**).

Visitor Anyone at the Esplanade who is a short-term (under seven days) guest of an owner or tenant currently living at the Esplanade.

Resident Anyone who is living at the Esplanade.

Board The members of the Esplanade Homeowner Association elected to act on behalf of the Association as allowed by the Declaration/CC&R's.

Building Captain A resident volunteer who acts as a maintenance and coordinating contact for the Board and the residents of a set of buildings.

Governing Documents Collectively the Esplanade Condominium Declaration/CC&R's, the Bylaws, these House Rules, and all posted rules at the various Common Areas.

Declaration/CC&R's Effectively the constitution of the Esplanade HOA. Every home owner signed a statement agreeing to abide by its rules at time of purchase. Changing the content of this document requires an amendment process involving an Association vote. CC&R stands for Covenants, Conditions and Restrictions, and refers to the Declaration.

Bylaws A set of rules for HOA Board operations, including voting, budget and committees.

House Rules A document that fine tunes or modifies rules in the Declaration insofar as the Declaration allow it, and specifies the fines that may be levied against violators of the Governing Documents.