ESPLANADE
CONDONIMIUMS

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 conflicting provisions in the Condominium Declaration.

It benefits all Homeowners to establish rules and regulations for the common use and enjoyment of Residents. The community of Esplanade Condominium has three goals: to protect each Homeowner’s investment, to enhance property values, and to improve everyone’s living environment.

- These House Rules supersede any and all previously published House Rules.
- These House Rules shall be construed in accordance with and governed by the laws of the State of Washington.
- House Rules for the Esplanade are posted online.
- House Rules implicitly include all posted rules at Common Elements.
- The Board of Directors (the Board) of the Esplanade Condominium Association (HOA) reserves the right to amend these House Rules 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 Residents.
- 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 House Rules.
- The Board, Association Management, or any Homeowner, 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 House Rules.

2 HOMEOWNER/RESIDENT RESPONSIBILITY

To the fullest extent permissible under the Declaration and state statute, the Homeowner is responsible for any damage to Common Elements or Limited Common Elements as well as damage to these areas caused by any Tenant or Visitor. Rental of a unit does not constitute a waiver or relinquishment of the Homeowner’s responsibility as specified in the Declaration and Bylaws. Tenants and Visitors must abide by the Governing Documents.

Homeowners must register all new Residents and vehicles with Association Management within 48 hours of new Residents moving in. This also applies to resident Homeowners who have new occupants sharing their units.

2.1 MAINTENANCE

Homeowners are responsible for reporting maintenance problems with their own unit to Association Management and the surrounding units when others’ private property or the Common Elements or Limited Common Elements may be adversely affected. To the fullest extent permissible under the Declaration and state statute, any damage done to these areas is the responsibility of the Homeowner of the originating unit, whether the damage resulted from action or inaction on the part of the Homeowner.

Homeowners who observe maintenance problems with the Common Elements or Limited Common Elements should report the concern to Association Management to begin the investigation and possible repair.
Each Homeowner should take reasonable steps to prevent mold. These steps include: 1) keeping vents and fans in good working order and using the vents and fans when needed, 2) promptly addressing liquid spills or leaks in the unit, 3) promptly repairing leaking pipes or fixtures, or the water heater, and 4) notifying the Association Management of any moisture issues within the building. Owners must promptly and properly remove mold in the unit.

### 2.2 GARBAGE AND RECYCLING

Recyclable 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 or near garbage bins on Esplanade property. Homeowners must arrange for the disposal of these items at their own expense. Violating these rules can result in more garbage pickups and higher monthly assessments in order to pay for the extra pickups.

Follow the garbage guidelines as posted at each dumpster location.

### 2.3 EMERGENCIES

It is strongly recommended that Homeowners and Residents provide emergency contact information to Association Management in case there is an emergency associated with your property. This contact should have a key in order to access your unit in the event of emergency.

Note: Call 9-1-1 if there is a threat to loss of life or property. An emergency is any situation that requires immediate assistance by emergency medical services, the police department or the fire department. Call Emergency 9-1-1 to:

- **SAVE A LIFE**
- **STOP A CRIME**
- **REPORT A FIRE**

In any other situation, please contact your local non-emergency authorities.

### 2.4 ASSESSMENTS/SPECIAL ASSESSMENT

HOA assessments (known informally as dues) are due on the first of the month. A fine of $25.00 will be imposed for each billing period that payment is late.

Should HOA reserve funds be insufficient to finance a project, the Board may assess a special payment from Homeowners (a Special Assessment) to generate the additional funding required.

### 3 NUISANCES

No obnoxious, offensive or undesirable activities shall be permitted or maintained within a unit, Common Elements or Limited Common Areas. It is our hope that disagreements can be resolved respectfully between individuals to the benefit of all. If you feel comfortable doing so, notify neighbors informally about concerns before notifying the Association Management.
3.1 GENERAL NOISE LEVELS

In order to maintain a friendly environment the HOA has designated quiet hours, which apply to all Homeowners, Residents and Visitors. Outside of these hours Homeowners are expected to maintain reasonable noise levels and should be considerate of neighbors at all times. Please remember that not every person maintains your schedule.

1. QUIET HOURS: Sunday through Thursday evening from 10:00 pm through 7:00 am the following morning. Friday and Saturday evening 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. Please be considerate of your neighbors by being aware of noise levels in your home and when using Common Elements and Limited Common Elements. Entertainment equipment should never be played so loud as to be heard outside your unit. Do not affix entertainment equipment directly to walls if doing so will create a noise issue. Residents may be required to remove such equipment if there are noise or vibration complaints.

4. Be aware that footsteps and other sounds easily transmit through the walls and flooring to neighboring units.

3.2 PETS

HOA allows domestic animals, which are limited to two 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 HOA. Homeowners are responsible for Visitors’ pets.

Pets are required to be on a leash, under control and attended by the Resident while in Common or Limited Common Areas. No pets are to be tethered or left unattended in any of the Common Elements and Limited Common Elements for any length of time. No pets are allowed inside the gated pool area.

Pet owners are responsible for immediate removal and disposal of all animal waste. Kitty litter must be double bagged prior to disposal. Any damage or stains resulting from pets in the Common Elements or Limited Common Elements will be cleaned or repaired at the Homeowner’s expense.

Pet owners are responsible to address any odor, nuisance, noise, unsanitary condition or other issue relating to their pets. If you are contacted by Association Management about pet issues, be aware that you may be fined for violation(s). Pets that generate noise complaints may incur fines to their Homeowner consistent with Section 3.1. The Board may at any time require the removal of any pet which it finds is unreasonably disturbing to other Residents. Any Homeowner or Resident who maintains a pet at Esplanade agrees to indemnify the HOA from any loss, claim, or liability arising by any reason of keeping such pet.
3.3 SMOKING

Smoking is prohibited in all Common Elements. Please be considerate of your neighbors with regard to secondhand smoke in Limited Common Elements. Secondhand smoke poses a health hazard to others, so if complaints are made, smokers will be required to limit their smoking to their own unit with windows and doors closed or to outside areas at a distance where the smoke will not enter other units.

Cigarette butts must be extinguished and disposed of appropriately, and disposing of cigarette butts into the landscaping and all Common Elements or Limited Common Elements is a fire hazard and subject to fine.

4 VEHICLES

All vehicles parked on Esplanade property must be currently licensed and operational.

The speed limit around the Esplanade complex is 10 MPH.

Homeowners are responsible for their own vehicles and those of their Residents and Visitors and they may be assessed fines for parking violations.

Any vehicle parked on Esplanade property not in compliance with these parking provisions may be towed at vehicle owner’s expense after a 12-hour notice is posted on the vehicle (except that vehicles parked in fire zones or blocking ingress or egress may be towed without notice). Notices may be posted by Board members, the Association manager, or another person or entity designated by the Board. The Association will not be liable for any vehicle tow undertaken by the Association in good faith. Any dispute arising from a towed vehicle must be resolved between the owner of the vehicle and owner of the reserved space. Homeowners who arrange for the towing of a vehicle on the premises do so at their own risk and expense.

4.1 PARKING

Parking is only permitted in designated parking spaces within the boundaries of those spaces. Parking is not permitted in fire zones. Vehicles must be parked in such a manner as not to obstruct any normal use of other parking spaces or Common Elements.

All units have an assigned parking space(s) as designated in the Governing Documents. Please respect others by only parking in spaces assigned to your unit. Trading or leasing of parking spaces must be coordinated directly between Resident(s).

Residents have up to 72 hours to fix any inoperable vehicle or remove it from the property.

Recreational vehicles and trailers are not permitted to park on Esplanade property.

Commercial vehicles may be parked during the day when engaged in commercial endeavors on behalf of the HOA and Residents. Commercial vehicles that serve as primary transportation for a Resident may be parked in their assigned spaces provided they comply with all other parking guidelines.
4.2 VISITOR PARKING

Visitor parking is intended for short term 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 in writing.

Residents are responsible to communicate the parking rules to their Visitors. Homeowners may be fined if their Visitors do not comply with these parking provisions.

4.3 USE AND CARE OF DESIGNATED PARKING SPACES

Parking spaces shall be kept free of oil and grease, using a drip pan if required. Homeowners may be assessed fines for the cost of cleanup and replacement of concrete/asphalt if required.

Parking spaces are not to be used for storage of personal belongings.

Washing of vehicles on Esplanade property may be done by bucket only. No hoses may be used.

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

5 USE RESTRICTIONS

All Homeowners, Residents, and Visitors are responsible for maintaining the integrity of the Common Elements and Limited Common Elements including cleanliness, reporting damage, and preventing abuse. Please take care to avoid damage to walls and other building structures or amenities when entering or exiting any unit. Please clean up after yourselves and your pets as hiring a third party to do so increases Association costs for all Homeowners.

Any Homeowner, Resident or Visitor found to be causing damage to Common Elements, Limited Common Elements, or other units will be responsible for all costs and repairs associated with the damages.

5.1 POOL/SPA FACILITIES

The pool/spa facilities are open seasonally between 9:00 am – 9:00 pm. Pool/spa facilities are reserved exclusively for use by Residents and their Visitors. Two Visitors per unit may use the facilities at a time, and must be accompanied by a Resident. Alcohol is prohibited inside the gated pool/spa area.

Refer to signage posted in the pool/spa area for a complete list of rules for use of these amenities.

5.2 ESPLANADE OFFICE

Due to the size of the office, use is limited to the Board, Association Management and approved third parties with business on the property.

5.3 SIGNS/POSTINGS

No signs of any kind shall be displayed to the public view on or from any unit, Common Elements, or Limited Common Elements without prior consent of the Board in writing.
Exception: residents may display small (no larger than 8.5” x 11”) political signs in their own Limited Common Elements up to 4 weeks prior city, state, or federal elections.

5.4 UNIT MODIFICATIONS

Generally speaking, a Homeowner may modify a Unit so long as those modifications do not:

- Affect structural integrity
- Affect the mechanical or electrical systems
- Lessen the support of any portion of the Condominium

The Board must pre-approve any modifications that penetrate into the Common Elements or Limited Common Elements. Homeowners may be held responsible for all associated costs related to these modifications.

Homeowners must obtain Board pre-approval before adjoining any part of the building to a Unit, or to remove any intervening partition or to create any openings in any such partition. Homeowners must make a written request pursuant to Section 23.2.4 of the Declaration.

A Homeowner may not install any tile, stone, wood or other hard-surface flooring without Board pre-approval in writing. The Board may condition approval on compliance with noise transmission standards, the installation of an acoustical subflooring, and/or the use of area rugs or carpeting.

5.5 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 broken window pane and door panes that are not covered under the Association’s warranty. If replacement is required, Homeowners must replace the glass or screens in the windows or doors of the units with materials of the same color or quality to those originally installed.

5.6 DECKS/PATIOS

Quiet Hours also pertain to decks and patios. Please be considerate of your neighbors when using decks and patios.

Decks and railings should be kept clean. Articles and debris are not to be thrown nor swept off the deck (e.g., cigarette butts).

In order to maintain exterior uniformity, decks are not to be used for additional storage and privacy barriers, including bamboo, may not be used. Temporary decorations with holiday themes are permitted.

Do not attach items to exterior Limited Common Elements that may lead to potential water intrusion, such as plant hangers.

To prevent rodent intrusion don’t keep organic materials, including bird feeders with seeds, on decks and patios.
The HOA will not be responsible for theft or damage of Homeowner personal property on decks and patios.

5.7 BARBEQUES

Propane barbeque use is permitted. Other types of barbeques are not permitted. To the fullest extent permissible under the Declaration and state statute, Homeowners will be held responsible for damage or injury resulting from the use of any barbeque owned or operated by a Resident or Visitor.

5.8 EXTERIOR SATELLITE DISHES & ANTENNAS

Satellite dishes one meter or smaller in diameter and any exterior antennas of any size (collectively, reception devices) may be installed in the Resident’s personal deck/patio. Installation may not penetrate the Common Elements, including the roof or walls of the building. Residents are encouraged to install reception devices in the location of the patio or deck that is least visible from the Common Elements.

A Homeowner who installs a reception device warrants to the Association that the device will be installed and maintained by the Homeowner at the Homeowner’s cost and expense in a diligent and workmanlike manner and in a way that complies with all applicable laws.

If a Homeowner uses a professional to install the reception device, that Homeowner will hire a qualified, licensed and bonded contractor.

The Homeowner must provide written notice of installation to Association Management and a description of the installation. The Board may inspect the installation after it is completed.

In its reasonable discretion, the Association may require compliance with additional restrictions set forth in Section 10.13 of the Declaration.

5.9 BUSINESS.COMMERCIAL USE

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

5.10 RENT/LEASE OF UNITS

Leases must have a term of at least six months. Homeowners must notify Association Management of an intent to rent or lease their unit. Rent or lease of units is strictly for residential use, with home-offices as permitted above. Homeowners must register all new Residents and vehicles with Association Management prior to rent or lease start date. Residents are also expected to register any new occupants sharing their unit. Copies of all rent or lease agreements shall be delivered to Association Management prior to the rent or lease start date.

Rent or lease agreements must state that lease terms are subject to the Governing Documents of the HOA. The Homeowner must provide copies of the Governing Documents to the Tenant. Copies of these documents can be obtained from Association Management. All Residents must comply with the Governing Documents of the HOA. The Board may require a Homeowner to remove a Tenant who continues to violate the Governing Documents after notice to cease is provided. If the Homeowner fails to remove the Tenant, the Association may (after written notice and the right to a pre-scheduled hearing) remove the Tenant at Homeowner expense.
The HOA recommends that Homeowners screen all prospective Tenants, at the Homeowner’s cost, by a screening service. The Homeowner may contact Association Management for a list of recommended services.

The Homeowner is responsible for any property damage caused by the Tenant. Rent or lease of a unit does not constitute a waiver or relinquishment of the Homeowner’s responsibility as specified in the Governing Documents.

**FEES:** Tenants are subject to a move in fee payable to Association Management prior to the rent or lease start date.

**LEASE PERIOD:** Rent or lease agreements will be for a minimum of six months.

**PARKING:** Tenants may not use Visitor parking, and violators may incur fines and be subject to towing.

**FINES:** Homeowner will be fined per violation for failure to comply with any of the rent or lease rules and may be responsible for costs related to the violation.

6 **COMPLIANCE/FINES**

**PROCEDURE:** Residents should try to informally resolve issues regarding Resident non-compliance with the Governing Documents. If informal resolution is unsuccessful, notify Association Management in writing. Please include the reporting Resident’s name, the unit number and Resident in violation, and a description of the violation, including the Governing Document provisions violated, if known. If additional documentation (e.g. pictures) is available, please provide it. The Association will investigate the violation, and, in its reasonable discretion, take further enforcement action as it deems appropriate.

If the Association chooses to pursue enforcement, the Association will send a written notice to the involved individuals. The notice will include a general description of the enforcement action to be taken, and the date, time and place of a hearing that may be attended by the involved individuals. Notice will be sent by US mail or personally delivered. (Supplemental email notice may be provided.) Mailed notices will be sent to the most recent addresses on file. (The unit address is the default address.) The hearing date should be scheduled at least seven calendar days in advance from the day the notice is placed in the mail or personally delivered.

Involved individuals may contest the violation in writing or at the hearing. If you plan to attend the hearing, RSVP to the Association in writing at least one day before the hearing. At the hearing, the involved individuals may speak or present written materials, or have someone do so as their representative. The Association will consider the evidence and make a final determination in writing to be delivered to the involved individuals. A failure to attend the hearing or contest responsibility in writing may be considered an admission that the violation occurred.

Fines will be levied on Homeowners determined to be in violation of rules described in any of the Governing Documents. No hearing will be provided prior to fines for continuing or repeated violations. Any fines not paid shall be considered delinquent and subject to late charges, interest charges, and collection procedures. If not paid in full, the Homeowner’s unit is subject to an automatic lien.

**ENFORCEMENT OPTIONS.** The Association may choose one or more authorized methods of enforcement, as set forth in Section 18.2 of the Declaration. These options include:

- Requiring a Homeowner to cease engaging in modifications to the building and require the Homeowner to restore the property, or restore the property at Homeowner expense of the Homeowner does not do so.
- Charge the Homeowner for costs incurred by the Association to cure a violation.
- Impose reasonable fines based on a fine schedule.
- Suspend a Homeowners’ right to vote.
- Suspend a Homeowners’ right to use the common amenities.
- Suspend Association services (if assessments are more than 30 days delinquent).
- Exercise “self-help” to restore compliance, after the enforcement procedure above is followed (except with respect to emergencies or storage/parking violations.)

6.1 SCHEDULE OF NOTICES/FINES

Fines for violations will be levied per the following table.

First violation – Warning notice will be delivered to Homeowner stating violation and necessary corrective action. The fine amount to be levied if the violation continues or is repeated should be provided.

Second violation – Violation notice will be delivered to Homeowner and Homeowner’s account will be charged $50. This amount will go on the account after the hearing date passes and the final hearing decision is delivered. (The decision is deemed delivered when personally delivered or placed in the mail.)

Subsequent violations – Violation notice will be delivered to Homeowner and Homeowner’s account will be charged $100.

In the case of a parking violation, the following schedule applies:

First violation – Parking violation notice will be attached to vehicle.

Subsequent violation – After 12 hours, vehicle may be towed at Homeowner’s expense. If parked in a fire lane or blocking ingress/egress, no 12-hour notice may be given.

7 GLOSSARY

Common Elements: Includes, generally, pool/spa facilities and the Esplanade office, main building entries, stairwells and stairways, maintenance sheds, landscaping and walkways surrounding the building, garbage/recycling areas, vehicle parking areas (except assigned spaces), postal mailbox areas, and all other parts of the building that are not Limited Common Elements or a part of the unit.

Limited Common Elements: Includes all assigned parking spaces and storage areas. Includes unit exterior doors, balconies, porches, patios, windows, window boxes, shutters, awnings, and other fixtures designed to serve a single unit but which are located outside the unit’s boundaries. Any flue, duct, wire, conduit, or bearing wall serving one unit that lies partially within and partially outside the designated boundaries of the unit.

Homeowner: Anyone who owns a unit at the Esplanade, regardless of whether that person currently lives at the Esplanade. Each Homeowner is part of the Esplanade Condominium Association or Homeowners Association (HOA).

Tenant: An occupant who lives in a unit who is not a Homeowner or Homeowner’s immediate family member. Tenants may or may not pay rent.

Visitor: Anyone at the Esplanade who is a short-term (under seven days) guest of a Resident.

Resident: Anyone who is living at the Esplanade. Includes Homeowners and Tenants.
**Association Management:** Company hired by the Board to manage all operating and maintenance functions for the Esplanade property on behalf of the Esplanade HOA.

**Board:** The members of the Esplanade Condominium Association (HOA) elected or appointed to act on behalf of the Homeowners as authorized by the Declaration/CC&R’s.

**Governing Documents:** Collectively the Esplanade Condominium Declaration/CC&R’s, the Bylaws, these House Rules, Board Resolutions and Policies, and all posted rules at the various Common Elements.

**Declaration/CC&R’s:** The “constitution” of the Esplanade Condominium Association. Each Homeowner agrees to abide by its provisions at time of purchase. Changing the content of this document requires an amendment process involving a Homeowner vote. The term “CC&R” stands for Covenants, Conditions and Restrictions, and refers to the Declaration.

**Bylaws:** A set of rules for Association operations, such as voting, meetings, financials, and committees.

**House Rules:** A document that supplements the provisions in the Declaration insofar as the Declaration allows it, and specifies the fines that may be levied against violators of the Governing Documents.
ADOPTION OF HOUSE RULES

These House Rules have been adopted by the Board and may be amended as necessary from time to time. Please remember that the purpose of the House Rules is to promote safe, respectful and polite conduct between neighbors.

These House Rules were adopted in accordance with Section 10.7(b) of the Declaration on the ______ day of ________, 2015, during a regular meeting of the Board of Directors. These Rules were unanimously approved by all Directors present at the meeting and by a majority of the Board.

These House Rules shall take effect after they are mailed or personally delivered to Homeowners.

ESPLANADE CONDOMINIUM ASSOCIATION

By: ________________________________

Its President

Printed Name: ___________________________

ATTEST: This Resolution was properly adopted.

By: ________________________________

Its Secretary

Printed Name: ___________________________