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## **Kirkland Village Condominium Rules and Regulations**

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### **1. Purpose & Scope**

These Kirkland Village Rules & Regulations (“Rules”) are intended to supplement the Declaration for Kirkland Village Condominium, King County Recorder’s Office No. 20060118001463 as amended (“Declaration”), Bylaws, and state and local statutes and ordinances governing homeowners associations and those living in this Association. RCW 64.34. et seq. and the Declaration provides the Association (by and through the Board) with the power to adopt and enforce Rules.

Please familiarize yourself with these documents and laws. Many of the terms used in these Rules are defined in the Declaration. Please review this document for a definition of said terms. In the event of any conflict between the terms of the Rules and Regulations and the Declarations or Bylaws, the latter shall control. In addition, the Declarations govern the assessment and collection of Owner’s Association dues, which shall not be covered in this document.

These Rules may be amended from time to time at the sole and exclusive discretion of the Board. Any changes to this document shall be disseminated to all Owners and shall be binding on all Owners at that time. The Rules become effective immediately, and there is no “grandfathering” (i.e. conditions that existed prior to the adoption and transmission of the Rules must be brought into compliance with the new Rules).

All Owners are responsible for the actions of his/her tenants, invitees, licensees, guests and/or pet (cat) (all referred to herein as “Owners” for the purposes of these Rules) in violation of these rules. Owners shall provide a copy of these rules to any tenant or occupant of their Lot. The Owner will be responsible at all times for actions of her or his tenants, invitees, licensees, relatives, guests and pets in violation of said rules, and will be jointly and severally liable for any and all fines and/or damages.

The purpose and intent of these Rules is to provide sensible and reasonable control over the use and operation of all facilities of the Association, which in the opinion of the Board is necessary to protect its Owners and to assure all Owners insofar as possible, a pleasant Association atmosphere for enjoyable living.

- It benefits all homeowners to establish rules and regulations for the common use and enjoyment of Association members. The community of Kirkland Village 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.

These Rules & Regulations supersede any and all previously published Rules & Regulations, 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.

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.

#### **Common Elements**

- Nothing shall be permitted to be placed or constructed in any Common Element without the prior written permission of the Board. The Common Elements of the Association shall be used by the Owners with care for the purpose they are intended.
- The Board shall at all times have the right to control and prevent access to the Common Elements of the Association of all persons it deems undesirable. The Board reserves the right to prohibit anyone's use of facilities if they interfere with any Owners' use.
- The cost of any damage, replacement or repair (ordinary wear and tear excepted) occasioned by the careless or negligent use of the Common Element by any person shall be paid for by the person responsible for such damage, replacement or repair. Owners shall be responsible for the actions of their Tenants, Occupants, Related Parties licensees, invitees, pets and guest caused damages.
- No person shall remove, transfer or borrow from the Common Element any article or object which does not belong to them.

- e. All Common Element facilities are for the exclusive use of the Owners. All Common Elements and facilities are used by that parties own risk.
- f. All Owners shall take care of the grounds by picking up cigarette butts, litter, toys, personal items, and the like.
- g. Any activity that will damage the Common Elements is not allowed; damaged caused to Common Elements by any owner or owner's tenant shall be the sole responsibility of the owner to remedy.
- h. There shall be no playing, running, loitering or riding bicycles in the Common Elements. At no time shall anyone block the entrance or exit to any stairwell, or store items in any Common Element, or use or permit the use of chalk on the sidewalk, parking lot or other Common Element.
- i. Only the Board of Directors has the sole right and authority to provide for and prescribe the type and color of the painting and other decorative finishes of the building, patios, decks, fences, storage Elements, and other Common Elements, and Limited Common Elements.
- j. The Common Elements and Limited Common Elements shall not be reconstructed, rebuilt, altered, removed, replaced, or painted without the prior written consent of the Board of Directors.
- k. No unsightly condition shall be permitted to exist on or about the Units. Unsightly conditions shall include, without limitation, litter, trash, junk or other debris, commercially used property of any kind including signs, notices or advertisements.
- l. No laundry of any kind may be hung outside of a house, nor shall any clotheslines be constructed or erected which would be visible from any front or side street or that may be visible from any Common Element.
- m. Seasonal decorations, such as Christmas lights, are allowed (Thanksgiving through January 10<sup>th</sup>), providing they do not violate insurance or county fire codes and do not cause any other hazard. Installation should be in such a way as not to cause damage to the exterior of the building, nor penetrate the exterior envelope, such as with screws, nails staples or anything that would penetrate the surface of any exterior.
- n. No awnings, air-conditioning units, gas and/or water pipes or other projections shall be placed on the exterior walls of the buildings, in a window, or in the Common Elements without prior written approval of the Board.
- o. No materials or items of any kind may be stored in entryways or on/under patios.
- p. No glass bottles or glasses will be allowed in the Common Elements. Only plastic or paper containers shall be allowed. If food or beverage is taken into the Common Elements it must be removed along with all garbage created, when the Owner leaves.
- q. No alcoholic beverages of any kind are allowed in park Elements.
- r. Hoses, electrical cords, or anything that could cause someone to trip or fall must not be left in walkways, patios, driveways, or on sidewalks, or any Common Elements.

#### **Repairs / Maintenance / Construction**

- s. The Association shall maintain and repair the Common Elements; provided that if any party is responsible for damage as stated in these Rules or the Declarations then that individual shall be responsible for any loss or damage.
- t. Each Owner or occupant shall maintain and keep his/her Units and Limited Common Elements in a clean, neat, sanitary and well-maintained condition at all times. This includes the making of prompt repairs and replacement of all items of damage to the Unit or Limited Common Elements pursuant to the Declaration and these Rules and Regulations.

u. No change, alteration or repair shall be made by any Owner to any electrical, television, telephone, water or sewer facilities or equipment.

v. No fuel, oil or material of an explosive or combustible nature shall be stored in any Unit or Limited Common Element.

w. To maintain structural conformity and general uniformity of the property, Owners must receive prior written approval from the Board prior to any construction on or repairs to their Unit or Limited Common Element. This includes, but is not limited to, the installation of storm doors, decks, patio enclosures.

x. Owners are required to submit plans, work schedule, pictures or drawings to the Board for approval. Please clearly state when you would like to begin the project, so that a Board meeting can be arranged.

y. Owners cannot alter or change the interior of your unit in a manner which might affect the structure of the building without the prior written consent of the Board. REMEMBER that the Board of Directors has the option of requiring you to reverse your changes to the original condition at your own expense if you fail to obtain written consent.

z. Owners cannot place any sheets, blankets, aluminum, foil, cardboard, newspaper or any other inappropriate materials that would be visible from the exterior of any windows or sliding glass doors.

## 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 report any suspicious activity or noise violations to the Kirkland Police Department
- No obnoxious, offensive or undesirable items, use or activities shall be permitted or maintained within a unit, Limited Common Areas and Common Areas.

# 3. Nuisances

## 3.1 GENERAL NOISE LEVELS

In order to maintain a friendly environment the Kirkland Village 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.

- QUIET HOURS:
  - o Sunday through Thursday evenings from 10:00 pm until 7:00 am the following morning.
  - o Friday and Saturday nights from 11:00 pm through 8:00 am the following morning.
  - o City of Kirkland Ordinance for quiet at all hours
- 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.
- 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.
- Inform your adjacent neighbors if you are having a significant function
- Tile Floors: Consider foot noise that may transmit to the neighbors below.
- Any noise disruptions (car or home) should be reported to the **Kirkland Police Department (425.587.3400)**

### **3.2 PETS**

One (1) cat per Unit may be kept by Unit Owners. NO other animals (which term includes dogs and other household pets, livestock, domestic animals, poultry, reptiles and non-human living creatures of any kind) shall be kept, raised, bred or allowed to visit in any Unit or in the Common Elements. The cat must be kept within the Unit.

The Board may at any time require the removal of any pet which it finds is disturbing other Owners unreasonably. The Board will maintain the sole and exclusive right to determine if and when the rules regarding pets are violated. The Board shall have the right to prohibit the keeping of any animal, even if other animals are allowed to remain. No household pets shall be kept which shall interfere with the reasonable use and enjoyment of any other Unit or Common Area. 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.

No pet shall be permitted to run loose in the Association

No animals/pets belonging to guests shall be permitted on property, without prior written permission from the Board. Visiting pets (whether permitted or not) are subject to the same Rules and Regulations for Owner pets

Cats must have current rabies tags and be licensed by King County. Cats are allowed only if they are neutered. Proof of neutering shall be provided to the Board. Tags should be worn on the animal's collar. The Owner must be able to provide proof of the above when asked.

### **3.3 SMOKING**

Please be considerate of your neighbors with regard to second hand smoke and nearby open windows. Cigarette butts must be extinguished and disposed of appropriately, and disposing of cigarette butts into the landscaping and all Common Areas is subject to fine.

### **3.4 WILDLIFE**

- \* There is to be NO FEEDING OF WILDLIFE, with the exception of hanging liquid hummingbird feeders, in the limited common areas or common elements.
- \* Owners shall not feed or leave any food for wildlife outside of their unit. The feeding of any animal or pet (including stray animals, wildlife, squirrels etc.) in the limited common elements and common elements (including patio/deck and garage areas) is strictly prohibited. There are a number of reasons for this to prevent injury to both residents and the wildlife. Wildlife feeding threatens human and animal safety. Wildlife feeding leads to wildlife overabundance. Wildlife feeding can promote the spread of diseases. Wildlife feeding may cause malnutrition in wildlife. Wildlife feeding leads to the unnatural behavior of wildlife.
- \* No storage of pet food on any decks, in limited common elements, or common elements. All pet food and pet feeding areas shall remain in one's unit.
- \* All garbage must be securely left in garbage receptacles as to prevent the attraction of wildlife.

## **4. Parking Lot**

- The parking lot speed limit is 5 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 Kirkland Village 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 Kirkland Village 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 Kirkland Village 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 Kirkland Village Association property not in compliance with these parking provisions may be towed without warning at owner's sole cost and expense and may incur fines to the owner and/or tenant responsible for the vehicle, at the Board's sole and exclusive discretion.
- No RVs, motor homes, boats and/or boat trailers allowed.
- 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.
- Park your vehicle in the center of your parking space to avoid bumping adjacent cars with your doors.
- No backing into covered spaces is allowed (exhaust easily flows into open windows)
- Each Owner is responsible to ensure that their guests and visitors park in the spaces provided for guests. These spaces are not to be used for vehicle storage.
- The Board reserves the right to tow vehicles, at the Owner's sole risk and expense without notice, and/or fine any Owner that is in violation of the above rules.
- Each Owner has the right to have vehicles towed from their owned space(s) after completing and submitting a towing authorization form to Suhrco Property Management (see mailing 'Parking Info' July 2009 for information and forms to complete).
- The Board reserves the right to address any other parking problems on a case-by-case basis.
- **4.1 RESIDENT PARKING**
- All Kirkland Village Association condominium units are assigned specific covered parking spaces; please respect others by only parking in spaces designated for your unit. Residents are required to display a Kirkland Village 'sticker' in the driver side rear window.
- 'Reserved' (uncovered) spaces are allocated to twenty-two three bedroom units and require a Kirkland Village sticker in the driver side rear window AND a green rearview mirror hanging tag.
- Each unit is allowed no more than (2) two vehicles parked within Kirkland Village.
- 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.
- 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.
- Replacement parking stickers or hangers are \$25 each; Landlords are responsible for collecting and transferring from one tenant to the next.

#### 4.2 VISITOR PARKING

- Visitor parking is for short term use only.
- Visitors may park in parking spaces that are 'uncovered' and not 'reserved' no more than five days unless previously authorized by the Board.
- 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.

## 5. Common Areas

### 5.1 SIGNS AND POSTINGS

#### Real-estate Signs:

Any owner selling or renting their unit is allowed one sign in the window of the unit

No wood, metal, etc. type of signs to be posted at the entrance of the complex or in front of the unit

- No sign of any other kind shall be displayed to the public view on or from any unit or common element without prior consent of the Board.
- No salesman or solicitor may operate within the Association other than by appointment with an individual Owner or by prior written permission of the Board.

## 5.2 STRUCTURAL MODIFICATIONS

- Owners must obtain the prior written consent from the Board of Directors, which the Board may withhold, condition, or delay, in its sole and exclusive discretion, before 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, and in any event will be required to defend, indemnify and hold the Association harmless from any damages and/or associated costs relating to such modifications.
- 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. If any hard surface flooring is installed on any other unit, the Board, in its sole and exclusive discretion, may require the removal of the flooring and replacement with carpeting at the owner's sole cost and expense.

## 5.3 CABLE, ANTENNAS & SATELLITE DISHES

- Installing additional jacks and wiring are prohibited at Kirkland Village. Additional cable jacks must be installed by "fishing" through the interior walls and require prior written approval by the Board in its sole and exclusive discretion, and if approved, must be done by a licensed, bonded contractor. Any new installation must be approved by the Board, please contact Suhrco Property Management for required request form. Proof of professional installation must be provided to the Board of Directors upon completion.
- All Rules and Regulations are designed with the safety and well being of all Owners in mind. The installation of any object on the roof or exterior of the buildings poses a significant safety hazard. For example, the object may be installed improperly causing it to fall and injure someone. The process of installing or maintaining the object may leave debris or other items which pose an attractive nuisance and a danger to children. Installation or removal of the item may damage the exterior envelope of the Association causing water damage or allowing the entry of pests into the building or a Unit causing health and safety concerns to all Owners. The object may be wired or plumbed improperly causing damage to the building or a Unit and a risk of fire or flooding to the occupants. The object may not be installed in such a manner that it impedes a walkway, or access to any Common Element to which others, including maintenance personnel require access.
- Installation of any electrical fixtures, plumbing, telephone equipment, satellite dishes in excess of one meter in diameter, or air conditioners on any Common Element, or Limited Common Element, is prohibited without prior written approval of the Board, which the Board may withhold in its sole and exclusive discretion. Any such installation without Board approval will subject the Owner to immediate removal of the offending item at the Owner's sole cost and expense, and/or a fine, until removed.
- Installation of any satellite dishes one meter in diameter or less on any Common Element is prohibited, without the prior written approval of the Board. Any such installation without Board approval will subject the Owner to immediate removal of the offending item, and/or a fine, until removed.
- In determining whether or not to grant its approval to the installation of any items on any Common Element, the Board may require certain conditions for safety reasons. These conditions may include, but are not limited to:
  - a. Any external items, including without limitation, antennae, dishes, cabling, plumbing, or the like shall be painted in a fashion so the object blends into the background against which it is mounted, provided said painting does not substantially interfere with the operation of said external item.
  - b. A restriction of location of the item.
  - c. The installation of the item by a validly licensed, insured or bonded contractor.
  - e. Requiring the Owner requesting the installation to repair, and maintain any portion of the Common Element to which the item or any part thereof is attached, and to indemnify the Association and all other Owners from any damage resulting there from. All repair or maintenance must be to the exclusive satisfaction of the Board.
  - f. Requiring the Owner requesting the installation to replace any portion of the building to which the item or any part thereof is attached, or return the portion of the building to its original condition, upon the Owner's sale, transfer, vacation of the Unit, or removal of the offending item. All replacement or repair must be to the exclusive satisfaction of the Board. The Board may also require a security deposit which estimates the costs of removal and damages

- Installation of any satellite dishes one meter in diameter or less within any Unit or Limited Common Element is permitted. This means placement within one's unit or on one's deck. However, upon installation the Owner must notify the Board of such installation and allow the Board to inspect the satellite dish to insure it does not penetrate in any exterior envelope, Common Element or impact any Common Element airspace. Thus, only installation of a dish on a tripod is allowed. No cable is allowed to be run along the external of any Unit/ Building and can only be connected to a unit by existing external jacks. Further, after installation, the Owner shall at the Owner's sole cost and expense, repair and maintain any portion of the Limited Common Element to which the item or any part thereof is attached, and to indemnify the Association and all other Owners from any damage resulting there from. All repair or maintenance must be to the exclusive satisfaction of the Board. Further, the Owner shall replace any portion of the Limited Common Element to which the item or any part thereof is attached, or return the Limited Common Element to its original condition, upon the Owner's sale, transfer, vacation of the Unit, or removal of the satellite dish. All replacement or repair must be to the exclusive satisfaction of the Board. The Board may also require a security deposit which estimates the costs of removal and damages.
- Each new owner must acknowledge as part of resale that they are in compliance with the satellite dish rules of the Association. In the event that such disclosure is incorrect, the new owner will be responsible for all costs associated with removal of the satellite dish or cost involved in bringing satellite dish in conformation with the satellite dish policy.
- In the event these rules are not adhered to, in addition to any other remedies allowed herein, the Board reserves the right to require the Owner to remove the offending satellite dish, or in the even the Owner fails to remove the same in a timely manner, to remove the dish for the Owner, all at the Owner's sole cost and expense.
- Owner assumes all liability related to satellite dishes installed for use in their units.
- Owner will maintain the satellite dish in good condition. Specifically owner will always ensure that the satellite dish poses no unnecessary safety concerns. All maintenance, repair or removal shall be done to professional standards of safety and any/all damage to the building or limited common Elements repaired at Owners sole cost and expense.
- All Owners installing satellite dishes may be required to complete the satellite dish agreement form (if any, available from the Property Manager), in a form acceptable to the Association in its sole and exclusive discretion.

## 6. Limited Common Areas

### 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 which may be withheld at the Board's sole and exclusive discretion.
- 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 ENTRIES/DECK/PATIOS

- Activity on exterior decks must be disturbance free to neighbors, and Quiet Hours also pertain to decks.
- Articles and debris are not to be thrown nor swept off the deck (i.e. cigarette butts).
- Allowed items on Patios/Deck & Entries:
  - o Flower Pots: 6, or within reason (by request to the board) tidy and groomed; please refer to section about water drainage, and not obstructing any doorways or exits)
  - o Wind Chimes (Patio/Deck only)
  - o Patio Lights (Patio/Deck only)
  - o BBQ Grill (Patio/Deck only)
  - o (2) Bikes (Patio/Deck only)
- Holiday decorations within reason and during a reasonable holiday season (Thanksgiving through January 10<sup>th</sup>)
- 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.
- All Barbeques and Grills must be kept within the boundaries of a Unit's patio/deck, but not closer than 3' to any unit siding. The unit occupant is solely responsible for use of any such equipment.
- Owners shall keep their patios, decks, landings and windows (inside and outside) clean. Owners shall not throw, drop, hang, beat or shake any objects such as clothing, towels, rugs, mops or wind chimes from their patios, decks, landings or windows.
- Owners shall not use the patios, decks, or landings (hereafter all said areas are referred to as "deck(s)") for storage. For example, Owners cannot store indoor furniture, boxes or other items on the patios or decks. You may place deck furniture or bicycles on these Elements.
- No planters should be placed on the rails of any deck. No planters or plants shall be placed directly on any decks. Any plants shall be required to have a water saucer, or be placed on spacers to allow water to drain off of the decks. No hanging planters/pots shall be allowed.
- Absolutely no items shall be allowed to be placed/draped on the handrails. Any planters placed on the decks should be easily movable to permit the Association easy inspections and maintenance of the decks as and when necessary.
- No items which shall trap water between the item and the deck surface, deck wall or handrails shall be allowed. Such disallowed items shall include, but not be limited to wood or cardboard items, linens, furnishings, carpet, rugs or mats of any kind.
- Decks shall be kept neat and orderly.
- No single item placed on the deck may be in excess of 50 pounds or greater in size than 1.5' in width or 1.5' in length or 1.5' in height other than deck furniture or bicycles.
- Any item, which by virtue of direct contact with the deck surface, could, potentially, trap water under it, shall not be allowed to be placed on the deck for any length of time. Any deck furniture shall have plastic or rubber, protective foot pads to prevent damage to the waterproofing surface of the deck. No sharp objects may be placed on the deck surfaces. No external heaters of any sort shall be allowed to be used/placed on the decks.
- No object shall be allowed to be used on any deck or other Limited Common Element which may penetrate the surface of the exterior envelope. This includes, but is not limited to the fact that no item may be nailed or screwed into any exterior deck, soffit, trim or other exterior component. In addition to any fine, the Board, in its sole and exclusive discretion may require any violation or defend, indemnify and hold the Association harmless from any damage, arising out of, related to or which could be caused by any penetration into the exterior envelope, by requiring the Owner sign an indemnification agreement with the Association, which shall run with the land, in a form as determined by the Board in the Board's sole and exclusive discretion.
- Barbecues with open flames are PROHIBITED within 10 feet of building, including use on decks. Electric grills without open flame are allowed.
- When using your barbecue, be aware that smoke and fumes may be blowing into a neighbor's window. Being conservative by moving the grill to the outer edge of the patio is helpful, as well as monitoring cooking times.

## 7. Business or Commercial Use

### 7.1 RENTAL/LEASING OF UNITS

- In addition to the requirements of Section 11.3 of the Declaration, the following Rules relate to the rental of units:
- Home office use involving non-resident employees or regular visits by customers and/or clients is prohibited.
- 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.
- All owners must comply with guidelines of the Rental Cap amendment to the Declaration
- 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 for a fee of \$40.
- Tenants must comply with the Governing Documents of the Association
- 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 requires 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 one year.
- Parking: Tenants may not use visitor parking, and violations will incur fines and/or towing.
- 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.

### FINE SCHEDULE

The following rules and regulations are adopted by the Board of Directors of the Kirkland Village Condominium Association (the "Association") pursuant to Section 13.5.11 of the Condominium Declaration for Kirkland Village, a Condominium and RCW 64.34.304(1)(a) and (1)(k).

### ENFORCEMENT AND FINES

Violations may be identified by any Owner, Board Member or a third party. In the event of a perceived violation, the person observing the violation should contact the Board in writing, identify the perceived violation and person, and request that the violation cease or be corrected immediately. The person observing the violation should be prepared to set forth all relevant facts.

The Board will then issue a Notice to the Owner demanding the violation(s) be corrected or cease no later than ten (10) days from the date of the Notice. If the Owner disputes said Notice, the Owner may be heard by the Board by requesting a special meeting of the Board in writing. A Board meeting will be held with the party requesting a meeting as soon as practicable. If the Owner does not request a special meeting in writing or otherwise object in writing, the violation must be corrected or fines will be immediately assessed. No hearing shall be available after the fines have been assessed by the Board. In enforcing these rules, the Board may delegate its function(s), including the determination of whether a violation has occurred, and the remedy therefore, to an agent, including but not limited to a single, or group of, director(s) or officers, or the property manager.

Fines are to be assessed for any violation of the Rules as determined in the sole and exclusive discretion of the Board (subject to notice and opportunity to be heard). Fines may also be imposed for any violation of the Governing Documents (including but not limited to the Rules and Declaration) in the Board's sole and exclusive discretion. The following is current fine schedule:

First Violation                      Warning (unless it is a failure to obtain written Board approval prior to taking action under the Declaration or these Rules, failing to comply with a Board decision or failing to obtain Board consent until the issue is corrected at the Owners' sole cost and expense to the Board's sole and exclusive discretion, then it is \$50.00 per violation per occurrence, per day).

Second Violation                    \$50.00 per violation, per occurrence, per day

Third Violation                     \$100.00 per violation, per occurrence, per day

Further Violations                At the Board's discretion, but not less than \$100.00 per violation, per occurrence, per day.

Violation Notice Fee            \$15.00 fee will be assessed for each violation mailing

A violation includes not obtaining written Board approval prior to taking action under the Declaration or these Rules. The above fines shall be imposed on a daily basis for failing to comply with a Board decision or failing to obtain Board consent until the issue is corrected at the Owners' sole cost and expense to the Board's sole and exclusive discretion.

If there is a speeding violation, or other rules violation which by its nature, occurs only at one time, and said violation is repeated, the First Violation is \$100.00, the Second Violation is \$200.00, the Third Violation is \$300.00 and thereafter the fine shall be doubled for every subsequent violation.

All fines imposed will be assessed within a reasonable period and will be placed on the Owner's Assessments as a special assessment within 30 days, or at the time of the next assessment (whichever is earlier).

Fines are due after notice and opportunity to be heard.

Within ten (10) days of service on or delivery to the Owner/respondent of the notice of violation letter and/or a disapproval of plans, the person receiving the same ("respondent") may deliver a request for an appeal to the Board, as the respondent's opportunity to be heard. In such case, imposition of the fine will be held in abeyance pending determination of the appeal by way of a hearing before the Board. Service or delivery of the letter shall occur by leaving same with the respondent personally, by leaving same with a person of suitable age and discretion at the respondent's residence, or shall be deemed to occur three (3) days after deposit of the letter in the first class mail addressed to respondent at his or her last address known to the Association, or the Unit address. The request for appeal will not be deemed to have been delivered until actual receipt by the Association's Secretary or the Association's managing agent. A failure of the respondent to respond to the letter within ten (10) days will constitute a waiver of the respondent's right to notice and opportunity to be heard, and respondent will be deemed to have admitted to the facts contained in the letter, and the fines shall be imposed.

Default. Failure of the respondent to appear at the scheduled hearing, where the respondent has failed to show good cause why the hearing should be re-scheduled, does not preclude the Board from proceeding with the hearing, receiving evidence from and hearing arguments and making a decision in the matter. Upon failure of the respondent to appear, the Board may, in its discretion, impose the fine or fines. A failure of the respondent to appear constitutes a waiver of the respondent's right to notice and opportunity to be heard, and respondent will be deemed to have admitted to the facts contained in the letter.

Hearing Procedure. The Association's attorney may or may not be present at the hearing Board's sole and exclusive discretion. The respondent shall appear in person or by a duly authorized representative. The President, or in his or her absence, the Vice President, shall preside over the conduct of the hearing and shall make any necessary evidentiary rulings. The hearing shall be informal. At the beginning of the hearing the President shall explain the rules and procedures by which the hearing is to be conducted. The order of proceedings shall be as follows:

- a. Each party to the proceeding is entitled to make an opening statement.
- b. Each party is entitled to produce evidence, witnesses and testimony. The other parties are entitled to cross-examine any witnesses and the opposing party.
- c. Each party is entitled to make a closing statement.
- d. Any member of the Board may question any party or witness. The Board members may, on their own motion, call additional witnesses or secure tangible evidence.
- e. Each party has the right to representation by counsel at his or her own expense. Respondent must advise the Association at least five days in advance of intent to bring their own counsel. Failure to do so shall allow the Board to continue the hearing until the Association's counsel can be present.
- f. Either party or the Board may cause the hearing to be transcribed at his / her or their own expense.

## Decision and Order

a. As soon as possible, but in no case more than ten (10) days after the close of the hearing, the Board shall meet in executive session to deliberate and reach a decision. The decision of the Board shall be in writing and, if a violation is found, shall state the particular violation(s) found.

b. Upon a decision that a violation has occurred, the Board may order that the respondent shall do or refrain from doing any act necessary to cause the respondent to comply with the provisions of the Declaration, Bylaws, Rules (hereinafter referred to as the "Governing Documents") and/or any decision of the Board and/or ACC. The order of the Board shall become effective ten (10) days after it is served on the respondent in the manner provided above, unless the Board otherwise provided in its order.

c. The Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set from time to time by resolution of the Board. The fine may include a daily fine in the event that the respondent does not comply with the order of the Board and/or ACC, including the payment of the fine, within the allotted time. The Board may also provide in its order that the non-prevailing party shall reimburse the costs of the Association in connection with the proceeding. Any fine or charge so imposed by the Board shall be the personal obligation of the person against whom it is imposed, shall constitute a lien upon the Unit, owned or occupied by that person, and may be collected in the manner provided in the Declaration in the same manner as for assessments.

d. The decision of the Board shall be served on each party to the matter forthwith in the manner provided above. A copy of the decision and order shall be sent to the Secretary of the Association and shall be included in the books of the Association.

If the fine, or any part of any special or regular Assessment is not paid when due, it is handled as a delinquent assessment under the Declaration, and an additional \$50.00 shall be added as a late charge for each month until all of the Assessment, fines, late fees, interest and attorney's fees and costs of collection (all of which are hereby defined as "assessments") are paid in full. Partial payments or payments shall be deemed payment on account. In addition, a default interest rate of 12% per annum on all amounts owing shall be assessed as well. Collection of any fine will be performed as a collection of any assessment, pursuant to the Declaration.

The Board is authorized and empowered to investigate, hear and determine complaints concerning violations by any owner, tenant or occupant of the Declaration, Bylaws, Rules, and ("Governing Documents") or of any decision of the Board made as provided in the Governing Documents. The Board is further authorized and empowered to impose a fine as may be allowed herein in an amount not to exceed the maximum rate established by resolution of the Board on any person who it finds to have violated the Governing Documents.

All other posted rules, notices and speed limits are made a part of these Rules and are incorporated herein by reference.

No violation of any applicable law or ordinance of the city, county, state or federal government will be tolerated. No acts or omissions shall be permitted which would place the Association and/or its Owners in violation of any law or ordinance. Any violation of the law or other posted rules or notices shall be deemed a breach of these Rules and the Owner shall be fined accordingly.

Neither the Association nor the Board shall be responsible for loss or damage to any property or vehicle of any Owner by fire, theft, or acts of God, or personal injury anywhere within the Association.

In addition the Board may take any other legal action appropriate to remedy or penalize a violation of the Governing Documents.

Owners shall be financially responsible for all damages caused by their tenants, guests, pets, invitees and/or licensees, and for any fines imposed as the result of conduct on the part of tenants, guests, pets, invitees and/or licensees. Any charge for damages or fines shall be imposed against the Unit itself and shall be personal to the Owner. All fines or other damages are defined as assessments in the Declaration, and are collectible as such under the Declaration.

In any instance where the Board is requested to provide its consent or provide its approval for an action, the consent or approval may be withheld, conditioned or delayed in its sole and exclusive discretion.

If the police are called to investigate any legitimate potential rules violation, the Owner of the Unit alleged to have violated the rules shall be subject to the appropriate fine(s).

Failure to comply with a provision of the Governing Documents or an ACC or Board Decision, or to comply with a decision of the Board following notice of a violation and an opportunity for a hearing, shall be sufficient grounds for an action to recover sums due for damages, which shall include any fines levied by the Board and any costs incurred by the Association in connection with the proceeding before the Board, maintainable by the Association (acting through the Board on behalf of the owners). Such failure shall further be grounds for the issuance of injunctive relief in such an action. Nothing contained in the Declaration shall be deemed or construed as a waiver of the Association's right to bring an action as provided in this Section without first exhausting the Association's internal enforcement procedures in cases where the Board deems immediate legal action to be necessary or appropriate. In any action brought as provided in this Section, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for its attorney fees, costs and expenses of proceeding. All Assessments are collected pursuant to the Declarations.

## **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 425-455-0900

Appendix:

Approved Deadbolt Locksets to replace existing: Brushed Aluminum

- Quickset 'Model B' #738237
- Schlage 'Georgian' #A-317-980

