

# The Point on Yarrow Bay Owners Association

## Rules and Regulations

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## **RULES AND REGULATIONS FOR THE POINT ON YARROW BAY CONDOMINIUM**

In order to protect the welfare and interest of all residents and owners the Board of Directors has adopted the following Rules and Regulations set forth in the Condominium Declaration for the Point on Yarrow Bay. *It is the responsibility of all owners to ensure that their residents and guests comply with these rules and regulations.*

The following Rules and Regulations are a supplement to and in support of the "Condominium Declaration for the Point on Yarrow Bay, A Condominium," as amended, and the Bylaws. Those documents may be found within The Point on Yarrow Bay Owners Association Public Offering (if the unit was purchased from builder) or Resale Certificate exhibits (if the unit was purchased from a previous owner). (see Declaration 13.4.1)

The Rules and Regulations are written in the interest of all residents and owners, and the Board reserves the right to add to or modify any and all parts of this document to protect and preserve those interests.

Adopted **as amended 4 April 2024**

This entire edition of the "Rules and Regulations" replaces and supersedes all previous editions of Rules and Regulations and Architectural Standards.

Please refer to the Declaration: Article 1, for specific definitions of terms.

**1.0 Noise / Disturbances:** See also Declaration sections 10.10 and 10.13. Kirkland Municipal code 115.95

**1.1** Quiet hours are from 10:00 PM to 9:00 AM.

**1.2** All residents and their guests shall exercise extreme care in making noise and in the use of musical instruments, radios, televisions, amplifiers, stereos, and motorized devices that may disturb other residents during quiet hours.

**2.0 Pets:** See also: Declaration section 10.9, Kirkland Municipal Code 8.04.030, King County Code 1.08.075.

**2.1** Dogs must be on a leash, under control, and continuously supervised when outside. Pets may not be tethered in common areas or to common elements such as trees, shrubs, lighting standards, hose bibs, and posts. Pet containment fences are not allowed.

**2.2** All pets shall be placed within their respective units when their owner retires for the evening.

**2.3** Each pet owner is responsible for the immediate cleanup and the proper disposal of their pet's waste.

**2.4** Pet owners shall prevent their pets from becoming an unreasonable disturbance to other residents.

**3.0 Parking:** see also Declaration sections 9.1, 9.2, and 10.2

**3.1** The main parking lots and open parking areas are for guest parking only, and on a first-come, first-served basis. Residents shall not park in the guest parking areas within the complex unless permitted by the board. Visitors' vehicles parked in the main parking lot longer than 24 hours must have the homeowner's address visible on dash. The limited spaces located throughout the complex are for short term parking. All day and/or overnight guest parking is not permitted in the short-term spaces.

**3.2** All street curbs on the property are considered fire lanes by City definition. Parking is prohibited in the street, car-wash areas and curbside within the complex.

**3.3** Parking of RV's, campers, watercraft, or trailers is not permitted anywhere within the complex or main parking lots. Temporary load and unload parking will be permitted with Board approval.

**4.0 Car wash areas:** see also Declaration section 10.2

**4.1** The car wash areas are for the exclusive use of the residents of The Point on Yarrow Bay. Use by or for non-residents is not permitted. Exception: any tradesman employed by the Association for the purpose of working on the common elements, excluding the washing of vehicles.

**4.2** Motor vehicles shall not be washed anywhere within the complex except in the designated car wash stalls.

**4.3** All personal effects shall be removed from the car wash stall when the user leaves the facility. Hoses provided by HOA should be detached from spigot and neatly recoiled after use.

**5.0 Registration of Occupants and Rentals:** see also Declaration Article 10

Section 10.14 within Article 10 of the Condominium Declaration places restrictions on all owners who lease or rent, or intend to lease or rent, their units. In addition, all owners are required to notify the Association promptly of any changes in occupancy.

5.1 Any owner found to be out of compliance with the lease or rental requirements of Article 10 of the Declaration shall be subject to a continuous fine of \$500 per month until compliance is achieved.

5.2 Any owner found to be out of compliance with the occupancy reporting requirements of article 10 of the Declaration shall be subject to a continuous fine of \$50 per month until compliance is achieved.

5.3 A lease application fee of \$250 is required with each lease signed and presented to the Board for approval.

5.4 Based upon Section 10.14.2 – *Minimum Lease Term Required* – no lease may provide for a conversion to a month-to-month term. Even when there is no change in tenant, upon expiration of the original lease term, a new lease is required for a term not less than six months.

5.5 In the situation when a current lease approaches the termination date, the Unit Owner must give a 30-day written notice to the Board of their intention to either execute a new lease or secure a new tenant. Failure to give notice as required will be subject to the fine specified in 5.2 above.

5.6 Rental Waiting List: As required by Section 10.14.8, the Unit Owner who has rented their Unit must give “prompt notice” of any Lease expiration or termination (if terminated prior to the expiration date of the Lease).

A Unit Owner whose Unit will be available for rental within the next 30 days following expiration or termination, must give notice to the HOA of their intention to continue leasing. If such notice is given, the Unit Owner will not be placed on the Rental Waiting List.

The opportunity to rent shall be available for a period of sixty (60) days from the lease expiration or termination date in which the Unit Owner has opportunity to secure a new tenant before being placed on the Rental Waiting List.

**6.0 Refuse and Debris:** See also Declaration 10.11.

If you can avoid placing your garbage out for collection until after dusk on Sundays, it will be greatly appreciated by your neighbors. Occasionally, we all need to put the trash out earlier for one reason or another, but not when we are home on Sunday evening.

**6.1** Individual residents shall dispose of their trash in their own containers (issued by Waste Management) at their own cost. Each resident is responsible for proper removal and disposal of large items (furniture, appliances, etc.) and hazardous materials.

**6.2** All refuse shall be placed within receptacles for that purpose, and when necessary, wrapped sufficiently to prevent spillage.

**6.3** All trash receptacles and recycle bins shall be removed from the curbside by 10:00 PM on collection day, and not placed for collection prior to noon on the day before. Trash receptacles and recycle bins shall be stored within the unit, and are not to be stored in common areas, limited common areas, patios or walkways.

**6.4** Residents shall not deposit garbage or trash on any common element. All residents are responsible to ensure that common areas are kept free of debris (e.g. cigarette butts, litter in the parking lots, planting areas, and trails). Dumping of waste or debris into the wetlands is strictly prohibited and subject to additional fines and prosecution by the Department of Ecology.

**6.5** Residents shall keep their driveways, walkways, patios, and planting areas free of debris, trash containers, construction materials, toys and sports equipment, appliances, gardening tools/supplies and any other form of inappropriate clutter.

**6.6** Christmas trees, wreaths and like decorations, or any other debris shall not be disposed of within the wetlands bordering our property.

**7.0 General:**

Monthly assessments are due on the first of each month and are considered to be late if received after the 15th or the first Monday after the 15th if the date falls on a weekend of that month. Unpaid late assessments shall be delinquent and assessed a late charge of \$40.00 and interest at the rate of 1% per month on the outstanding balance. Assessments delinquent 90 days or more will be turned over to an attorney or collection agency for collection (at owner's expense) and the mortgagee of the unit will be notified of the delinquency. (see Declaration 16.11)

**7.1** Residents shall not hang garments, towels, rugs, etc., from the windows, doors, or from any of the decks or facades of the condominium. Residents shall not dust rugs, etc. from the windows, doors, or decks, or clean rugs, etc. by beating them on or about the exterior of a building.

**7.2** Residents are responsible for routine cleaning of limited common elements assigned to their unit including decks, walkways, patios, exterior doors and light fixtures.

**7.3** Residents and owners shall not install wiring for electrical, signal systems, telephone, CATV, antennas of any kind, machines of any kind, or air conditioning units, etc., on the exterior of a building, or that protrudes through the exterior walls of a unit or the roof of a building, except as authorized by the Architectural Committee and approved by the Board.

**7.4** All garage doors shall remain closed when not attended to prevent crime and to prevent the entry of rodents and pests into the buildings.

**7.5** For the purpose of selling a unit, a single sign not larger than 8-1/2" by 11" may be posted on the inside of a unit's window at the owner's discretion. When the owner or the owner's agent is on the property holding an "open house", real estate sandwich boards are permitted on the sidewalk bordering NE Points Drive and may be placed on a unit's driveway. Signs promoting political candidates, or causes, or advertising any business are not allowed. Small, self-adhesive security monitoring labels or small security monitoring signs on stakes may be placed near the entry of a unit. (See Declaration 10.8)

**7.6** Yard sales/garage sales are not permitted except as authorized by the Board.

**7.7** The use of any pressure washer is restricted to use on masonry surfaces only.

**7.8** The speed limit throughout The Point on Yarrow Bay is 15 MPH.

**7.9** End unit owners shall reimburse the HOA for the yearly professional inspection and cleaning of their deck which is required to satisfy the Maintenance of Units Section 10.4 in the POYB CC&Rs.

## **8.0 Architectural Standards:**

### **8.1 AUTHORITY AND PURPOSE**

Because state statutes and our Declaration prohibit all alterations to the exteriors of our units without prior written approval of the Board, these guidelines and standards are intended to establish: 1) a list of pre-approved alterations that do not require prior written approval, 2) a list of alterations that are not permitted and will not be approved, and 3) the process to obtain approval of proposed alterations. (see Declaration 10.5, RCW 64.34.240)

These guidelines are designed to ensure that each of us has the means to achieve the maximum enjoyment of our homes within our community. Each owner is responsible for the compliance of their family members, guests, tenants, contractors, and other occupants of the owner's unit while on the property.

## **8.2 OBJECTIVES OF REVIEW**

- 8.2.1 Maintain the rights of the Association.
- 8.2.2 Protect the natural beauty of the site.
- 8.2.3 Maintain the value of the Common Elements and Limited Common Elements.
- 8.2.4 Define standards that preserve existing architectural continuity.
- 8.2.5 Establish and maintain a review process to provide for proposed alterations.
- 8.2.6 Execute the process in a timely manner.
- 8.2.7 Ensure that the standards are clearly stated and readily understandable.
- 8.2.8 Ensure that the standards are valid and enforced uniformly.
- 8.2.9 Ensure that safety and Association liability concerns are observed.

## **8.3 DESIGN REVIEW PROCESS**

8.3.1 If an owner wishes to make an alteration that is not addressed in sections 8.4 or 8.5, a request for approval and any supporting documents shall be submitted to the Board for review by the Architectural Committee.

8.3.2 The written request and supporting documents shall be reviewed and decided upon by the Architectural Committee (and the Landscape Committee when appropriate) at the next scheduled meeting or within thirty days, whichever comes first.

8.3.3 The meeting at which the application is reviewed shall provide an opportunity for the owner to discuss the proposal with members and answer any questions.

8.3.4 The application shall be reviewed for compliance with all Governing Documents and, where none exist, with the Objectives of Review. A majority vote of the committee(s) shall determine the recommendation made to the Board.

8.3.5 Approval, denial, or approval with conditions shall be forwarded to the Board and a copy to the owner within fifteen days after the meeting of review. In the event of a denial, the owner may submit a written appeal to the Architectural Committee not to exceed one page in length. The committee shall forward the appeal to the Board with their recommendation.

8.3.6 The Board shall act on the application with the recommendations of the Architectural Committee at its next regularly scheduled meeting or within thirty days, whichever comes first. If the Board determines that additional information is required, their action on the application may be delayed until their next regular meeting, or until that information is supplied to them.



8.3.7 Alterations to the Common Elements and Limited Common Elements made by an owner without prior written approval shall be subject to removal and restoration at the owner's expense at any time. Final authority rests with the Board.

#### 8.4 ARCHITECTURAL ALTERATIONS

Safety, liability, and the appearance of each unit as viewed from the street is of greatest importance and therefore receives the greatest attention and scrutiny. Homeowners must consider the visual impact on neighbors as well as 'curb appeal' before placing decor in exterior spaces. Under no circumstances should an owner ever compromise the siding materials of a building by drilling into, attaching fasteners, applying self-adhesive devices, or any other mechanism.

8.4.1 No screen door may be installed on the front door. Only roller screens may be installed on exterior doors.

8.4.2 No exterior pet door is allowed.

8.4.3 Front door "peep holes" shall be of brushed silver finish to match existing door hardware. All exterior hardware on front, back, and deck doors must be of brushed silver finish, exclusive of doorknockers and doorbell embellishments, which all require approval. Replacement door hardware must be identical to the original make, model and finish. Existing doorbells may be replaced by "Ring" type smart doorbells of similar size and finish.

8.4.4 Front door wreaths and all other door decorations shall not use any nail or screw into the door. The use of a hanger that slips over the top of the door is recommended.

8.4.5 Entryway signs ("Welcome to the Smith's," etc.) except those designating security monitoring are not permitted.

8.4.6 Security key boxes are not permitted on or near the front of a unit except when a unit is for sale.

8.4.7 No outdoor lighting fixtures or devices beyond those originally built into the units shall be allowed except for HOA Board approved security light installations on corner units only. "Bug" lamps, patio heaters, attached candle sconces and lanterns are not allowed. Christmas lighting is allowed from Thanksgiving weekend through the third week of January of the following year. Only non-corrosive fasteners may be used to attach light cords to the building and all such fasteners must be removed with the lights. Under no circumstances shall any fasteners be attached to or placed in any siding material. Repairs to any damages created by this activity shall become the responsibility of the owner.

8.4.8 Front entryways must be kept clean and clear of storage items. Entryway furniture shall be of a design intended for outdoor patio use. Entryway furniture shall be limited to two chairs or one bench or one small café style table and chair set. None of these items may extend more than 24" from the siding in order to maintain clear access to the front door.. Furniture shall be finished in neutral colors, black, white,

gray, brown or in a natural finish for wood. The HOA Board of Directors shall have the final authority to determine the acceptability of all furniture items.

8.4.9 Oil drip pans and/or devices that are intended to function as such are not permitted on any limited common elements (driveways, entryways, patios, and decks). Visible oil drips or spills on limited common elements must be cleaned immediately by the homeowner.

8.4.10 Owners shall not apply sealers or chemical treatments to any concrete or asphalt on the property.

8.4.11 Hose hangers shall not be mounted to the front of any building or to any siding material. During winter months, no hoses shall remain connected to bibs except when in use and must be stored within the unit. During summer months, all hoses shall be kept coiled safely and neatly or stored out of sight from the street when not in use.

8.4.12 Window treatment must be white, or off-white as viewed from the exterior, as stated in the Declaration (section 10.5).

8.4.13 Permanently attached barbecues, outdoor fireplaces, open fire pits, fire bowls, chimneys and the like are not allowed. To avoid fire hazard, barbecues may not be used on or below balconies.

8.4.14 Outdoor audio speakers are not allowed as permanent installations.

8.4.15 Stepping-stones shall be allowed to provide access from the back patios to the adjoining lawn where necessary and from front walkways to patios of center units. No new paths from a patio or the streets to the trail are allowed. Stepping- stones shall not be placed on any grass-covered areas on the property. Stepping- stones shall be subtle in color, and subject to pre-approval by the Architectural Committee.

8.4.16 Basketball hoops are not allowed to be attached to any part of the building structures. A temporary hoop may be stored in a homeowner's garage and used in common area with the exception of quiet hours. The hoop must be stored at all times when not being used.

8.4.17 Patio and deck umbrellas are permitted provided they are of an appropriate size and do not visually or physically encroach on adjacent neighbors. They must be removed and stored during the winter. No other shade devices or awnings are permitted.

8.4.18 Window mounted air conditioners are not allowed.

8.4.19 Battery powered security cameras are allowed so long as they are mounted in an inconspicuous location, not fastened to the siding and are aimed to cover the front walkway or back patio areas only. Cameras requiring hard wiring or solar panels are not allowed.

8.4.20 Each fall, before freezing weather is forecast, each homeowner must protect their exterior hose bibs with foam covers. Homeowners who have not taken this step and suffer hose bib damage due to freezing temperatures will be liable for repair costs.

## **8.5 LANDSCAPE ALTERATIONS**

The Common Elements have several easements granted to the City of Kirkland giving the City and its agencies authority over these areas. The easements are described in full in the complete Declaration. Each owner should become familiar with these before considering an alteration.

8.5.1 Original plantings are owned in common by the Association and, as such, shall not be removed, displaced or destroyed by any owner. Report problems to the Board.

8.5.2 Personal flower gardens shall be confined to existing beds and must be reviewed by the Landscape Committee and approved by the Board. Maintenance of modified areas becomes the responsibility of the owner, including the removal of annuals at the end of the growing season. Containers placed on planting beds require Board review and approval.

8.5.3 Personal vegetable gardens are restricted to planter boxes out of sight of the adjoining units and the street. Tall, rapidly growing vegetables such as corn are not allowed.

8.5.4 Flowerpots placed in public view should be subtle in style, color and scale. Only clay or stoneware, composite or concrete containers are allowed. Containers placed on front entryways must not compromise access to the front door. No permanently attached planter boxes are permitted. Homeowners shall be responsible for any surface stains or repairs that become necessary due to their action affecting the exterior of that unit. Hanging planters and temporarily attached planters shall utilize non-corrosive hardware of the appropriate size and strength for the application. The owner shall accept liability for any injuries or damages that may occur as a result of these alterations. Pots must be planted with living flowers, shrubs, or bulbs. Dead flowers or shrubs must be removed and discarded; pots shall be replanted or stored out of sight when void of plantings.

8.5.5 Any new plantings of trees, bushes, or shrubs must be reviewed by the Landscape Contractor and obtain approval by the Board.

8.5.6 Garden Decorations, birdhouses and feeders, and "Yard Art" may not be placed anywhere that is visible from the street. Sculptured statuary must have Architectural Committee review and Board approval. Artificial plants or flowers are not allowed.

8.5.7 Bird feeders filled with seed or suet that will attract rodents are not allowed on common or limited common property. Hummingbird feeders are allowed.

## **9.0 Interior Alterations**

9.1 All contractors hired by homeowners must be licensed, bonded, and insured.

9.2 Homeowners must submit a copy of their permit scope to the Board 10 days prior to remodeling. If no permit is required for the interior alterations, the homeowner must provide proof of such communication with the City of Kirkland.

9.3 Contractors are permitted to work only from 9:00am to 5:00pm, Monday through Friday. No work on weekends and holidays. All demolition and construction material shall be disposed of off property.

9.4 Contractors shall clean up any affected common area daily.

9.5 Homeowners are responsible to ensure that contractors abide by the POYB parking rules as described in section 3.0 of this document.

9.6 Substances producing noxious fumes or odors that may permeate into an adjoining unit are prohibited. This includes oil-based or 'Swedish' type floor finishes which are not allowed.

## **10.0 Air Conditioning Unit Installation**

10.1 Air conditioning unit installations and replacements must be approved by the HOA Board. Requests must be submitted to the Board for review and approval a minimum of 10 days prior to planned project start.

10.2 All requests for installation of A/C units must include detailed plans with dimensions showing placement of the outdoor unit and mounting bed and the relationship to surrounding plantings and neighboring homes.

10.3 External parts such as conduit or lineset covers must be painted to match the siding or trim.

10.4 Contractors hired by homeowners must be licensed, bonded and insured and must obtain necessary permits from the City of Kirkland.

10.5 The owners of adjacent and visually affected units shall be made aware of the proposed a/c installation in advance.

10.6 Contractors are permitted to work from 9am to 5pm, Monday through Friday. Work is not allowed on weekends or holidays. The common area must be kept safe and in order during construction. All demolition and construction material must be disposed off property. Contractors must follow HOA parking rules as described in section 3.

10.7 The Association shall not incur any expense as a result of this work. Temporary relocation of external components to accommodate structural or landscape needs, and upkeep on the A/C system shall be at the homeowner's expense in perpetuity.

## **11.0 Enforcement:** (see Declaration article 18)

All residents shall comply with the provisions of the Governing Documents, and with all decisions adopted pursuant thereto. Failure to comply shall be grounds for action to recover sums due, damages, and/or injunctive relief, maintainable by the Board of Directors, its agent, or the aggrieved owner(s).

Each complaint of infraction shall be made in writing and signed. In the event of emergency, steps may be taken by the Board of Directors or its agents to alleviate or remedy an infraction in the interim but must be followed up with a signed complaint in writing. A complaint may be made by any resident who observes an infraction.

**FIRST LETTER OF WARNING:**

The Property Manager, as an agent of the Association, will send notice of a violation to the unit owner.

The owner will have five days after receipt of such letter to correct the infraction/violation or respond in writing as outlined in the Owner's Recourse section.

#### SUBSEQUENT LETTERS:

If the owner, after receiving a first letter of warning, fails to respond as outlined in the Owner's Recourse section below, and has not corrected the infraction/violation, the owner shall be deemed in violation of the Governing Documents.

The second and all subsequent notices will include an assessment of monetary fines as outlined in the Fines Section. Each notice will have a five-day period for compliance.

#### FINES:

Except as stated in section 5, "Registration of Occupancy and Rentals," the Board of Directors may levy a fine of \$25.00 for the first notice of violation, a fine of \$50.00 for the second notice of violation, and a fine of \$100.00 for the third notice of violation.

Subsequent notices of violation will be subject to a fine and/or other appropriate action at the discretion of the Board. All unpaid fines shall be added to the owner's monthly assessment on the first month following the notification of such fines and shall be enforceable in the same manner as is provided for enforcement of monthly assessments. (see Declaration article 17)

The Board may additionally take any action within its authority and deemed necessary to remedy or penalize a violation of the Governing Documents or to protect the rights and property of the Association, including, but not limited to, liens against property and continuing fines on a daily, weekly, or monthly basis.

#### OWNER'S RECOURSE:

Owners receiving notice of a violation may request a hearing before the Board of Directors. The Board or its agent must receive requests in writing and within five days of the owner having received the original notice of violation. Such hearing shall be scheduled at the next regular meeting of the Board.

During the waiting period between the notice and the hearing, it is the responsibility of the owner to bring the violation/infraction into compliance with the Governing Documents.

At the hearing, the owner shall have the right to give testimony and present evidence in support of their position. The Board will consider all testimony and/or evidence presented at the hearing in rendering its decision and resolving the matter. The owner shall be notified in writing of the Board's decision within five days subsequent to the hearing.