

CAMPBELL CREEK DUPLEX CONDOMINIUM HOMEOWNERS' ASSOCIATION

HOUSE RULES

The following rules apply to the common and limited common elements that govern Campbell Creek Duplex Condominium Association and are in addition to all regulations set out in Articles V and X of the Declaration submitting Real Property to the Uniform Common Interest Ownership Act (AS 34.08), et seq) on pages 10-11 and 17-21 for Campbell Creek Duplex Condominiums dated November 8, 2000, and attached hereto. All homeowners and tenants must comply with the rules to maintain the desirability of our community and enhance the value of our property. The rules are adopted pursuant to Campbell Creek Duplex Condominiums Declaration, Article XX, Section 2.

I. Use of Common Areas and Limited Common Areas

A. Window Coverings: Unit owners will not cause or permit anything other than curtains and conventional window coverings to be hung or exposed at or on the outside of windows without the prior consent of the executive board or such committee established by the executive board having jurisdiction over such matter. No foil will be visible from outside the unit. Safety and security decals are permitted.

B. Flag Display: The US National and Alaska state flags not exceeding 15 square feet each on a pole, securely fastened to the building, may be displayed without further approval. Other flags may be permitted with board approval.

C. Satellite Dish Location: Approval of dish location must be submitted to the board or their designee for approval prior to installation. External satellite dishes in excess of one meter measured diagonally at their widest dimension are prohibited. The unit owner shall be responsible for all costs associated with the installation, repair and maintenance. The dish shall be painted to match the building at owner's expense to minimize the effect on the visual view of the unit. If the dish is removed, the building must be returned to original condition

D. Storm Doors: If storm doors are installed, the color will match the existing entry ways.

E. Plantings: Until such time as final landscaping plans are adopted, plantings will be limited to container gardens. After final landscaping plans are adopted, any deviation from them will require prior consent of the executive board or its designee.

F. Outdoor or Seasonal Decorations: Outdoor holiday decorations can be hung and lit only during appropriate seasons. Outdoor holiday decorations must be removed or turned off no later than 15 days after the holiday or season.

G. Yard Ornaments: Yard ornaments are to be limited so there is no interference with lawn maintenance and snow removal.

H. Basketball Standards: There will be no basketball standards in the street or affixed to any unit.

I. Skateboard Ramps: Skateboard ramps are prohibited.

J. Snow Machines, Off-road and Unlicensed or Immobile Vehicles: Snow machines, off-road and unlicensed or immobile vehicles are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the property.

K. Vehicle Licensing: Except for motor assisted bicycles and wheel chairs as permitted by state law, all highway vehicles used on the property must be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Vehicles that are not properly licensed and in operating condition are subject to towing and impoundment without notice.

L. Use and Maintenance of Limited Common and Individual Areas: Decks, walks and driveways are to be maintained in a neat and orderly manner. There shall be no storage of personal property on the decks other than outdoor furniture and accessories.

M. Tubular Daylighting Device: Up to three (3) Tubular Daylighting Devices (brand name Solatube, and others) may be installed in each Unit. Installation must be performed by licensed and bonded installers, with supporting documentation on file with the property management company prior to installation. The installing Unit owner, and all future Unit owners are responsible for all liabilities and costs associated with the installation, repair and maintenance of their Tubular Daylighting Devices, including all roof sections surrounding their Tubular Daylighting Devices. These same parties are also responsible for all costs and liabilities related to their Tubular Daylighting Device removal and subsequent roof restoration. All other existing procedures for Board approval for Common Element modifications shall be followed.

N. Rain Gutters: All existing rain gutters are declared as Limited Common Elements. The Association will provide periodic maintenance and cleaning. Any new gutters that are not replacement gutters will be installed at homeowner expense with prior Board approval. Once installed, the Association will assume periodic maintenance and cleaning for the new gutters.

II. House Rule Enforcement

A. Enforcement Limited to Association Rules:

1. The Association will enforce the rules, covenants, conditions and restrictions that govern Campbell Creek Duplex Condominium Homeowners' Association however the Board does not have authority to mediate personal disputes between neighbors.

B. Filing of Complaints:

1. A unit owner may file a complaint with the Board if the owner believes a violation of Association Rules (Declaration, Bylaws or House Rules) is or has occurred.
2. All complaints concerning a violation of the house rules must be submitted in writing to the Board of Directors. The Board of Directors will review or investigate the complaint. If it appears there may be or may have been a violation of Association Rules the Board will, at its discretion determine what action will be taken.
3. If the Board determines that enforcement action should be taken a notice of violation and hearing shall be served on the owner responsible for the alleged violation. A copy of any written complaint will be provided to the person who is the subject of the complaint.

III. Due Process Hearing

A. Entitlement to a Hearing: Any person (respondent) who is served with a Notice of Violation and Hearing is entitled to a hearing before the Board. If a respondent wishes to present a defense against the alleged violation they are entitled to a contested hearing in which they may present evidence, witnesses and cross examine Association witnesses, if they file a

Notice of Defense with the Board within 15 days of receiving the Notice of Violations and Hearing. If a Notice of Defense is not filed with the Board, the Board may, at its discretion, hold an uncontested hearing in which case the respondent does not have the right to present evidence or witnesses in defense against the allegations.

B. Hearing Designation: Board hearing may be held by the Board as a whole or by an individual hearing officer or hearing panel designated by the Board.

C. Hearing by the Board Itself: If the hearing is held before the Board itself, the Board shall issue a written order with findings and conclusions which shall be served on the respondent.

D. Hearing by Hearing Officer or Panel: If the hearing is held before a hearing officer or panel the hearing officer or panel shall present its findings, conclusions and proposed decision to the Board. The Board may, at its discretion, accept, modify or reject the recommendation of the hearing officer or panel.

1. If the Board accepts or modifies an order it may not increase any penalty assessed or levied against the respondent.

2. If the Board rejects a proposed decision it may rehear the matter either on the record or by holding a complete new hearing.

E. Hearing Time and Location: The Board shall set the time and location of the hearing. The hearing may be held in conjunction with a regular Board meeting. If the hearing is held at any time other than a regularly scheduled meeting date and time the Board shall make a reasonable effort to schedule it at a time that is reasonable and is not unreasonably burden the respondent.

IV. Penalties for Violations

A. Fines:

1. First or Initial Violation: The fine for a first or initial violation may be up to \$100 plus all costs incurred by the Association or other owners resulting from the violation of measures necessary to correct the violation, including repairs to property damaged by or as a result of the violation.

2. Repeat or Continuing Violation: The fine for a repeat or continuing violation may be up to \$200 for each occurrence or interval that the violation occurs. Whether a violation is considered repeated or continuing is determined by the facts of the violation and not by when the respondent was notified of the violation. Whether a violation is repeated or continued is determined at the hearing. No special notice is required prior to hearing that a violation may be found to be repeated or continuing. Continued acts in repetition or repeat of the violation occurring after the Notice of Violation and Hearing has been served on the respondent may be considered as additional counts to the Notice at the hearing.

3. Fines are Assessed Against the Unit: Penalties and fines are assessed against the unit and the owner of the unit which is responsible for the violation regardless of who the occupant of the unit is. If a tenant or visitor (invitee) causes or commits a violation the owner is responsible to the Association for payment of all amounts assessed in connection with the violation. Recovery of any fines or assessments from the tenant is the owner's responsibility.

B. Other Penalties:

- A. The Board may impose penalties other than monetary assessments for violations. These penalties include denial or limitation of an owner's use of common areas or facilities.
- B. The Board may also seek court orders against owners and their tenants or invitees if it is deemed necessary to protect other owners or property in the project.

V. Emergency Enforcement or Correction of Violation

A. Board May Take Emergency Action: The Board may take whatever legal emergency action it deems necessary to stop a violation or correct or prevent damage or injury due to a violation of Association Rules. All costs of such action, in addition to other fines or penalties, may be assessed against the responsible owner and unit.

VI. Assessment of Costs of Rule Enforcement

A. All Costs of Enforcement are Assessed Against the Unit Owner: All costs of enforcement, including hearing costs, court costs, actual legal fee and costs, and investigative costs may be assessed against the responsible owner and unit when a violation is established by a hearing and the decision includes those costs as an assessment against the responsible owner.

VII. Exceptions to Hearing Requirements for Assessing Costs and Penalties

A. Collection of Assessments: Actual costs of collecting any assessments owed to the Association including dues or condo fees, late charges, fines and other penalties, legal fees and costs and any other properly levied assessments may be assessed against the responsible unit and unit owner without hearing or legal action.

**Architectural Rules for Decks and Fences
Of
Campbell Creek Duplex Condominium Owners' Association**

The following architectural rules are created and enforced to provide uniformity throughout the Campbell Creek Duplex Condominium Association, while allowing some uniqueness and individuality to individual homeowners.

1. Deck surface materials will be constructed of cedar, sun wood or a product of better quality.
2. Railing and fences are to be constructed of cedar and are to be finished with natural preservatives or painted to match the unit color. Homeowners are to determine at time of submission to the Board for approval of construction, if their finishes will be natural preservatives or painted. If an adjoining unit constructs a fence or deck that joins with the first constructed deck or fence, it must match the original built fence or deck in outward construction appearance (railings, slats, and fence board) and color.
3. If railing is included in the deck it must conform to the standard hand railing height of 36" and vertical slats must have no more than 4 inches between the slats.
4. Any decks or fences constructed outside the original 4 x 8 size, will require the owner to complete upkeep of such at the same time as adjoining neighbors by either staining or painting it themselves or to notify the Board and a contractor will completed the upkeep for the homeowner. The contractor completed work will be billed to the homeowner. If the homeowner desires to complete the upkeep, the upkeep is to be completed within 60 days of the adjoining neighbor. Homeowners not completing the upkeep within 60 days of the adjoining neighbor, will require the Board to direct a contractor to complete the task. The whole cost of the upkeep of that deck or fence will be billed to the homeowner plus 5% administrative fees.

Adopted May 7, 2005
Amended August 18, 2011

Campbell Creek Duplex Condominium Owners' Association

House Rule Regarding Issuance of Licenses for Structures Extending over or onto Common Areas

I. In some circumstances it is the opinion of the Association that permitting modifications or keeping or erecting personal or unit property on common areas, by unit owners, is in the best interest of the Association because it enhances the aesthetics, utility or value of the project. As long as a particular structure, item or modification on common property does not detract from the utility of the common property or the property values of the units, the Association wishes to permit such use of common property by granting a license for such use to the unit owner to which the property belongs.

II. No unit or limited common structure or object may be built, located or stored on or over common areas, nor may any modification of common areas be made unless the unit owner has been granted a license to keep or maintain the structure or perform the modification on or over common property.

III. Granting of a license is subject to a Board determination that granting the license will not have a negative affect on the project value or appearance or on the value of any unit, and does not appear to create a material inconvenience or hazard to any other unit or to the common area.

1. It shall be the obligation of the unit owner requesting the license to provide all information and documentation requested or required by the Board, to make its determination. All costs incurred in applying for or being granted a license shall be born by the unit owner requesting the license.
2. Licenses are subordinate to the needs of the Association. If the Association finds it necessary for the Association to use the common property over which a license has been granted or that the presence of personal property on the common property is creating a hazard, nuisance or negative affect on unit values, the Association may, upon such a finding, revoke the license and order the personal property removed by the unit owner. If the unit owner fails to remove the personal property within the time specified in the order of removal the Association may have the property removed and assess the unit owner the cost of removing it. When an encroachment is removed from common areas, whether at the option of the owner or at the direction of the Board, the unit owner shall pay or be assessed any costs incurred in restoring the property.
3. Licenses shall be granted for one year and are renewable annually by paying an annual renewal fee of \$1.00. No further application shall be required unless changes in the structure or the encroachment on common property have occurred.
4. The license grants the licensee permission to construct, store or maintain personal property on or over common property or to make modifications to common property. The license does not convey any interest or ownership in the common property or in any way change the nature or ownership of the common property.

IV. Personal property that is located on or over common property, whether it is built on the common property or simply stored on the common property, remains personal property. The property owner is responsible for all maintenance, repair, replacement and liability due to or arising from the personal property and its use. A licensee may be required to maintain appropriate insurance on the property and to cover liability arising from it use or presence. The Association is not liable for maintenance, repair or replacement of personal property or modifications to or located on common property, regardless of the cause of the maintenance, repair or replacement.

V. Anything done or placed on common property under a license must be done in compliance with all applicable codes and must have all required permits. If a structure is erected without a permit the Board may require a statement from the appropriate permitting authority that a permit is not required. In all cases, it is the responsibility of the unit owner to have a permit or demonstrate that a permit is not necessary for any use or structure on or over common property.

VI. All structures or objects located on common property under a license from the Association must be used in accordance with and comply with all applicable Association rules as well as all governmental ordinances, codes, regulations and statutes. Failure to comply with these shall be grounds for revoking the license and ordering all personal property removed from or come over common property. Failure to comply with Association rules or the terms of the license are also grounds for assessing fines and other penalties in accordance with Association rules and procedures. Any penalties, fine or other costs levied by any governmental agency due to use or activity on common areas or structures or property located on common areas, by unit owners, will be paid by or assessed against the owner.

VII. Architectural control of structures or modification on common property: All personal structures or modifications to or built on common property must conform to the requirements of the Association's architectural control rules and decisions of the architectural control committee or the Board. Architectural requirements are designed to maintain the aesthetic qualities of the project. What is architecturally acceptable in one location might not be acceptable in another location. It is up to the sole discretion of the Board and the architectural control committee whether a particular structure may be located on common property in one part of the project, even if an identical structure was permitted on common property in another location. Location itself is an architectural consideration.

VIII. Drawings, layouts, blue prints that the Board specifies must be provided with an application for a license to encroach upon common property: If a structure, modification, or use is approved these drawings become a part of the license and any deviation from the approved plans or drawings must be approved by the Board.

IX. Prior to the Board issuing a license the Association will notify all unit owners of the application for a license and allow unit owners to submit comments or recommendations pertaining to the issuance of the license. This requirement is waived for encroachments existing prior to adoption of the license rule.

X. A license does not grant a licensee the right to prohibit any reasonable access to or use of the common property involved by the Association or its members.

License for Encroachment on or over Common Property

A. This license is granted to the owner of Unit _____ and transfers with title to this Unit. This license is issued subject to the following terms and conditions:

1. All applicable Association rules must be complied with in the use of any encroachment on or over common property;
2. All rules regarding encroachment licenses must be complied with.

B. This license is valid until January 1 of the year after it is issued. This license may be renewed annually by paying the annual renewal fee before February 1 of the renewal year.

C. The encroachment covered by this license is fully described in the plans and application material which are made a part of the license.

D. This license may not be transferred to any person who is not an owner of the above unit. This license is automatically transferred to a person who buys the above unit.

E. If the above unit is owned by more than one person each owner is jointly and severally responsible for complying with all terms and conditions of the license as set forth in the license certificate itself and the rules pertaining to the license and the Association.

F. Service of notice of any kind, by the Association, regarding the encroachment or this license, upon one owner or by posting on the front door of the unit shall be deemed full and adequate service on all owners of the unit.

G. This license may be revoked:

1. If the annual renewal fee is not paid;
2. For cause upon a finding that the rules, conditions or terms of the license have not or are not being complied with;
3. Upon a finding by the Board that there is a compelling Association need that requires revocation of the license.

H. In the event a license is restricted, revoked or in any other way altered or modified by the Association the license fee shall be non-refundable.

License Issue Date: _____

Association Secretary

Campbell Creek Duplex Condominium Owners' Association

House Rule 2006 01 11

Interference with or Harassment of Association Contractors, Volunteers or Board Members

- I. Association members are not permitted to direct or in any way interfere with any person who is performing work for or on behalf of the Association.
- A. An Association member or resident who interferes with, attempts to interfere with or impede or harasses an Association representative including, but, not limited to contractors, volunteers or Board members, when the representative is engaged in Association work or business is in violation of this rule and is subject to all applicable sanctions and penalties for the violation.
 - B. An Association member or anyone for whom they are responsible including tenants who interferes with the proper and orderly conduct of an Association meeting or Association Board of Directors meeting is in violation of this rule and is subject to all applicable sanctions and penalties for the violation.
 - C. All costs to the Association, Board or Board members resulting from an Association member or invitee violating this or any other Association rule will be assessed against the respective member and their unit in addition to any fines or penalties assessed against them.

Adopted the 11th day of January, 2006

Campbell Creek Duplex Condominium Owners' Association

House Rule Regarding Security Cameras for Surveillance of Personal Property

The following house rule is intended to allow unit owners to install security cameras for the purpose of monitoring personal property, while establishing limitations to maintain architectural integrity and to protect the privacy of other unit owners.

1. Cameras must be mounted in locations that are not obtrusive from the common driveway, and that do not detract from the intended aesthetic quality of the neighborhood, as determined by the Board.
2. Surface-mounted wiring and mounting hardware shall be painted to match the Unit.
3. Cameras may not be mounted on the ground, or in/on landscaping elements.
4. Camera fields of view may not capture any property other than the Unit on which they are mounted, and the Limited Common Elements associated with that Unit only (terms as defined in Article V of the Declaration). Limited Common Elements include, for example, the owner's driveway, front porch, and rear/side deck. Common Element and/or other unit owners' property may not be captured by an individual unit owner's cameras, even if the other unit owner(s) agree to it.
5. The unit owner shall provide to the Board, on request, in-situ camera images (in the form of screen captures representing each camera's overall field of view), to demonstrate that the conditions outlined in item 4 are met.
6. The unit owner shall provide to the Board the make and model of each camera installed.
7. Cameras may not record audio.
8. Vehicle dashboard cameras (dash cams) are not intended to be used for home surveillance.
9. The unit owner agrees to alter the type, location, and/or the field of view of any camera that is determined by the Board to violate any of the above conditions.
10. A design review submittal, including a detailed drawing clearly indicating the proposed camera locations, shall be submitted to the Board for review. Board approval is required prior to the installation of any work.

Adopted: September 28, 2017

Campbell Creek Duplexes Condominium Owners' Association
Rental and Leasing Policy House Rule:

1. The Campbell Creek Duplexes Association supports and encourages owner occupancy and it is a recognized means to promote a more responsible and responsive community. Moreover, it is an advantage of the Association to know the occupants of its Units, and this knowledge will assist the Executive Board in carrying out its duties pursuant to the Declaration and Bylaws of Campbell Creek Duplexes, and any relevant state or local Statutes.
2. A Unit Owner *presently* leasing his or her unit must comply with this policy no later than fifteen (15) days after it is adopted. No Unit Owner has been exempted from this policy. No Unit Owner may claim grandfather rights.
3. The Unit Owner shall inform the Executive Board and/or the condominium management office in writing no later than **15** days after the Unit Owner leases his or her unit to a new tenant(s).
4. The Unit Owner shall send the contact information of the tenant(s) to the Executive Board and/or condominium management office no later than **15** days after the Unit Owner leases said unit. This contact information shall include, but not be limited to the following: Name (s) of tenants, phone number(s), e-mail addresses, and car license plate number(s).
5. The Unit Owner must confirm in writing to the Board no later than **15** days after leasing the unit that the tenant(s) has been informed of the House Rules and regulations of the Campbell Creek Duplex Association. The Unit Owner shall provide a signed copy of the Rental Agreement/Lease including a signed statement by the tenant (s) that the Renter/Leaser has read, understands and agrees to abide by all of the governing association rules.
6. Any Unit Owner discovered not to be in compliance with Campbell Creek Duplex Condominium Owners Association's Rental and Leasing Policy House Rule may be assessed a fine equivalent up to two (2) times the monthly dues amount *per month* until the issue has been resolved.
7. Whenever violation(s) by an authorized tenant are discovered either by complaint from another Unit Owner or by inspection, the violation (s) shall immediately be brought to the attention of the Campbell Creek Association Executive Board of Directors or their designated representative. The Unit Owner/Landlord shall be presented with written notice of the violation (s) as soon as reasonably possible.
8. The Unit Owner shall inform the renter of said violation(s) within **5** days after being notified of the violation(s) by the Executive Board or the Board's designated representative.

9. The Unit Owner and/or the tenant(s) shall correct said violation (s) within 5 days of receiving notice of violation(s).

10. The Unit Owner shall inform the Executive Board or the Board's designee in writing within 10days that said violation(s) have been corrected.