

RULES OF
MURPHY COURT CONDOMINIUMS

TABLE OF CONTENTS

ARTICLE I – Use of Units Affecting the Common Elements.....	1
Section 1.1 - Occupancy Restrictions	1
Section 1.2 - No Commercial Use	1
Section 1.4 – Window Coverings and Displays Outside of Units.....	1
Section 1.4 - Painting Exteriors.....	1
Section 1.5 – Unit Maintenance	1
Section 1.6 – Antennas and Satellite Dishes.....	1
Section 4.22 – Antennae	1
Section 1.7 – Limited Common Element Decks	3
Section 1.8 - Recreation Equipment.....	3
ARTICLE II – Use of Common Elements.....	3
Section 2.1 - Common Element Yard Areas.....	3
Section 2.2 - Trash.....	4
Section 2.3 - Storage.....	4
Section 2.4 - Proper Use.....	4
Section 2.5 - Alterations, Additions or Improvements to Common Elements	4
ARTICLE III – Actions of Owners and Occupants	4
Section 3.1 - Annoyance or Nuisance	4
Section 3.2 - Compliance With Law	4
Section 3.3 - Pets	4
Section 3.4 - Indemnification for Actions of Others	5
Section 3.5 - Employees of Management	5
Section 3.6 - Lint Filters on Dryers; Grease Screens on Stove Hoods.....	5
ARTICLE IV - Insurance	5
Section 4.1 - Increase in Rating	5
Section 4.2 - Rules of Insurance.....	6
Section 4.3 - Reports of Damage	6
ARTICLE V – Rubbish Removal	6
Section 5.1 - Deposit of Rubbish	6
ARTICLE VI – Motor Vehicles.....	6
Section 6.1 - Compliance with Law.....	6
Section 6.2 - Parking	6
ARTICLE VII – Rights of Declarant	7
ARTICLE VIII – General Administrative Rules	7
Section 8.1 - Consent in Writing.....	7
Section 8.2 - Complaint.....	7

RULES OF
MURPHY COURT CONDOMINIUMS
OWNERS ASSOCIATION, INC.

(Note: Initialed and capitalized terms are defined in Article I of the Declaration.)

The following Rules apply to all owners and occupants of Units.

ARTICLE I

Use of Units Affecting the Common Elements

Section 1.1 - Occupancy Restrictions. Units are limited to occupancy by single families, and parking spaces are limited to occupancy by licensed vehicles only.

Section 1.2 - No Commercial Use. Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising except for a name plate or sign not exceeding nine (9) square inches in area, on the main door to each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. A single "For Sale" or "For Rent" sign not exceeding five square feet in area may be posted on the Unit, together with the Unit number so for sale, pursuant to the Unit Owner's permission.

Section 1.3 - Window Coverings and Displays Outside of Units. Unit Owners shall install only the following types of window coverings: (1) mini blinds, (2) shades (3) duettes and (4) sheers. Window coverings shall be white, neutral or light in color when viewed from the street and must be installed on all windows and glass doors within three (3) months of closing or occupancy, whichever is sooner. No window shall be covered with garments, sheets, blankets, aluminum foil or similar materials. Temporary holiday lights commencing the day after Thanksgiving and shall be removed no later than February 1st.

Section 1.4 - Painting Exteriors. Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any.

Section 1.5 - Unit Maintenance. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

Section 1.6 - Antennas and Satellite Dishes.

(a) The Declarant imposes the following restrictions relating to the installation of satellite dishes and antennae if compliance does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to the Unit Owner.

(b) Acceptable Locations. Subject to the requirements contained in (1.6)(i) above, satellite dishes and antennas shall be installed in the following locations (listed in decreasing order of preference).

(i) Inside the Unit.

(ii) Within the boundaries of the Unit Owners Limited Common Areas, as shown on the Plat and Plans attached as Schedule A-3 (including decks, patios and yard areas).

(iii) On the Common Elements as may be permitted by the Executive Board, in its sole discretion. If roof installation is permitted by the Board, satellite or antennae shall not protrude beyond four feet (4') above the roof line and shall be set back a minimum of two feet (2') from the roof edge.

(c) Unacceptable Locations. Except as otherwise provided herein, antennas and satellite dishes shall not be installed or encroach upon Common Elements or upon another Unit.

(d) Shielded from View. Antennas and satellite dishes shall be located in a place shielded from view to the public or from other Units to the maximum extent possible; provided, however, that nothing in this rule requires installation where an acceptable quality signal cannot be received or in such a manner that unreasonably increases the cost of installation.

(e) Satellite Wiring. Wiring shall be installed in a neat, secure and inconspicuous manner so as to minimize exposed satellite wiring on the exterior of the dwelling. No loose sagging wiring is permitted. Installation shall be completed in a professional workmanlike manner by a licensed bonded and insured installer, approved by the Association.

(f) Color. Satellite dish color shall be neutral tones of gray only. No commercial advertising on the satellite dish is permitted other than the brand name. Satellite wiring shall be painted to match siding color of the dwelling.

(g) Safety and Non-interference. Installation shall comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of neighboring Units.

(h) Maintenance. Unit Owners are responsible to maintain, repair and replace their satellite dish or antenna. In the event that a satellite dish installed on the roof by the Unit Owner becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired by the Association, at the Unit Owner's expense.

(i) Removal and Damages. If a satellite dish, antenna and other related equipment is removed, any damage to the roof or dwelling structure contained in the Unit

shall be repaired at the Unit Owner's expense. The Association may repair damages not repaired by the Unit Owner and assess the reasonable cost thereof against the Unit Owner.

Section 1.7 - Limited Common Element Decks.

(a) Equipment including satellite dishes or satellite antennae and personal property and plants, shall not protrude beyond the deck boundary nor be placed on or hung from a deck railing. Barbecue units are expressly prohibited on Unit decks.

(b) No deck storage is permitted, including, but not limited to, bicycles, gym equipment, boxes, tires, ladders, cleaning supplies (such as mops), garbage, trash containers, appliances (such as refrigerators) and visible storage cabinets.

(c) No article, such as towels, rugs, or clothing may be hung or shaken from a deck.

(d) No shades or blinds may be hung from a deck or within the deck area.

Section 1.8 - Recreation Equipment. Basketball hoops, backboards, baseball cages, volleyball nets and recreation apparatus shall be portable and stored out of sight from the street and other adjoining Unit Owners during the winter season. No permanent basketball hoops, backboards, baseball, soccer or hockey cages or recreation apparatus may be attached to the Common Elements without the approval of the Board.

ARTICLE II

Use of Common Elements

Section 2.1 - Common Element Yard Areas.

(a) The Common Element yard areas are limited to the use of Unit Owners, their tenants and invited guests. All Common Elements are used at the risk and responsibility of the user, who shall hold the Association harmless from damage or claims by virtue of such use. The following activities are prohibited on Common Element yard areas:

(i) Overnight camping and no tent or other shelter may be erected.

(ii) Noxious or offensive activities, nor shall anything be done therein which may become an annoyance or nuisance or cause unreasonable embarrassment or disturbance to Community enjoyment of Common Elements, including, but not limited to barking dogs.

(iii) Gatherings or group activities shall require prior written authorization from the Executive Board.

(b) Parents shall direct and control the activities of their children in order to require them to conform to these rules. Parents shall be responsible for violations, or damage caused by their children whether the parents are present or not.

(c) The use of the Common Elements shall be governed and approved by the Executive Board.

Section 2.2 - Trash. No garbage cans or trash barrels shall be placed outside the Units, except in areas designated for trash pick up. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in trash storage containers approved by the Executive Board, until the next trash pick-up date.

Section 2.3 - Storage. Storage of materials in Common Elements is not permitted, except with written permission of the Executive Board.

Section 2.4 - Proper Use. Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

Section 2.5 - Alterations, Additions or Improvements to Common Elements. No alterations, additions or improvements may be made to the Common Elements without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any.

ARTICLE III

Actions of Owners and Occupants

Section 3.1 - Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated any music system or television set at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2 - Compliance With Law. No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Alaska, and all ordinances, rules and regulations of the Municipality of Anchorage. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 - Pets. Domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets. No pets shall be kept, bred, or raised for commercial purposes or in unreasonable quantities. Due to health, safety and infestation concerns, the following animals are prohibited as pets: reptiles, rodents, insects, rabbits, ferrets and pigs.

- (a) No more than two (2) pets are permitted per Unit.
- (b) Unit Owners shall hold the Association harmless from all claims resulting from the actions of their pet. No vicious dog (as defined by the Anchorage Municipal Code) shall be kept in a Unit.
- (c) Unit Owners shall be responsible for keeping their Units and Limited Common Element areas free and clear of pet feces and shall immediately remove their pet's animal feces from all areas of the Common Interest Community.
- (d) The provisions of the Municipal leash law (AMC 17.10.010) shall be observed and pets shall be leashed and kept under control at all times, when outside a Unit. Pets shall be licensed, vaccinated and maintained in accordance with Municipal law.
- (e) Pets causing or creating a nuisance or unreasonable disturbance or noise, so as to interfere with the rights, comfort or convenience of other Unit Owners shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. Pets in the control of Unit Owners that are repeat offenders of the pet rules may be deemed a nuisance, and upon demand of the Executive Board shall be permanently removed from the Community.
- (f) No pets shall be permitted in a Unit which has been leased.

Section 3.4 - Indemnification for Actions of Others. Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Section 3.5 - Employees of Management. No Unit Owner shall send any employee of the manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

Section 3.6 - Lint Filters on Dryers; Grease Screens on Stove Hoods. All dryers will have lint filters which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order and repair by the Unit Owner.

ARTICLE IV

Insurance

Section 4.1 - Increase in Rating. Nothing shall be done or kept which will increase the rate of insurance on any of the buildings or contents thereof without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2 - Rules of Insurance. Unit Owners and occupants shall comply with the Rules and Regulations contained in any fire and liability insurance policy on the Property.

Section 4.3 - Reports of Damage. Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a Director by any person having knowledge thereof.

ARTICLE V

Rubbish Removal

Section 5.1 - Deposit of Rubbish. Trash, garbage or other waste shall be wrapped in a secure package and deposited into such trash containers as approved by the Association. Trash containers shall not be visible to adjacent Units or to the public from the street, except when placed at the street curb on the evening before, or the day of garbage pick-up. No outside burning of trash or garbage is permitted.

ARTICLE VI

Motor Vehicles

Section 6.1 - Compliance with Law. All persons will comply with Alaska State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and Property.

Section 6.2 - Parking.

(a) Vehicles including but not limited to automobile, trucks, campers, boats, recreational vehicles, snow machines or other machinery shall be kept within a garage so that vehicles are not visible to adjacent Unit Owners or from the street. Automobiles in excess of those parked inside the garage shall be parked in Unit driveways. Vehicles beyond the number of vehicles parked in the driveway shall park on the street in accordance with Municipality of Anchorage street parking regulations.

(b) No repair, restoration or disassembly of vehicles, boats, trailers, aircraft or other vehicles shall be permitted within a Unit, Common Element or Limited Common Element except for emergency repairs thereto and only to the extent necessary to enable movement thereof to a proper repair facility.

(c) No campers, boats or motor homes, dump trucks, or heavy equipment such as bulldozers and graders may be kept on Limited Common Element driveways. No part of the Property may be used for the storage of equipment, materials or merchandise used or to be sold in a business or trade.

(d) Notwithstanding the above provisions, campers, boats and motor homes are permitted in driveways during the period of May 1st through October 15th for periods of no more than two (2) consecutive days.

ARTICLE VII

Rights of Declarant

The Declarant may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workmen or with buildings under construction is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

ARTICLE VIII

General Administrative Rules

Section 8.1 - Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 8.2 - Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

Certified to be the initial rules adopted by the Executive Board on its date of organization


Secretary