

FOXRIDGE CONDOMINIUM ASSOCIATION

HOUSE RULES

The following House Rules have been developed to ensure harmonious living within Foxridge Condominium Association. All present and future owners, tenants and occupants of any home within Foxridge Condominium Association are subject to these rules. Any person who purchases, leases, rents or occupies any unit thereby agrees to abide by the covenants, conditions and restrictions as set forth in the Declaration, Bylaws and these House Rules.

PETS

Section 8, Article II, Declaration

All pets will be walked on a leash, held by a person capable of controlling the animal. Pets may not be tethered outside to any object, nor maintained on any deck.

Pets will be cleaned up after immediately.

Pets will not create a nuisance to other residents (consistent barking, running loose, unsupervised, etc).

NUISANCES

Section 4, Article II, Declaration

No excessive noise after 10:00 pm. Advise neighbors of a party – better yet, invite them!

No loud music from vehicles while entering or exiting the community

No mechanical work on vehicles in driveways.

Residents are responsible for the actions of their guests, invitees, etc

Portable basketball hoops are allowed under limited conditions – please read the **Portable Basketball Hoop resolution**.

PARKING

Section 3, Article II, Declaration

Parking is allowed in assigned areas only. "Assigned" areas are individual driveways and garages only. There is absolutely no parking on the roadway.

No parking on any non-asphalt surface (this includes lawns).

No recreational vehicles are allowed in the community (loading and unloading only, not to exceed 48 hours). This includes over-sized vehicles.

No vehicle which is not in operating condition shall be parked or left in the community.

No garage may be converted for living, recreational or business purposes.

Storage of vehicles is not allowed in driveways. Storage is defined as any vehicle which is not used on a daily basis.

EXTERIOR

Sections 3, 5, Article II and Article III, Declaration

ALL exterior modifications, changes, additions, etc, no matter how minor they may seem, require Board approval prior to the change taking place. A design review form must be submitted through the management office. This process takes a minimum of ten (10) days, so please plan accordingly.

There shall be no exposed storage deposited, accumulated or preserved anywhere on the property. Trash cans shall be stored out of sight until the evening prior to trash pick-up day, immediately put away the evening of trash pick-up day.

No signs, posters, displays or other advertising devices.

Proper window coverings are required (no sheets, blankets, foil, etc). Windows coverings shall be white or neutral when viewed from the outside.

Windows and doors are homeowner responsibility. Replacement of windows and doors must follow the approved standard. **See Door and Window resolution.**

Planting of flowers in common areas must follow approved standards. **See Planting of Flowers in Common Areas resolution.**

PREVENTATIVE & EMERGENCY

Section 4, Article VII, Declaration

Any person authorized by the Board of Directors shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a unit or common area. In cases of emergencies, no request or notice is required for entry and such right of entry shall be immediate, whether or not the unit owner is present at the time.

ENFORCEMENT

Article IV, Section 2, Bylaws

The Board of Directors reserves the authority to establish, make and enforce compliance with such additional rules and regulations as may be necessary, with the right to amend the same from time to time and to impose reasonable fines for infractions of all rules and regulations.

On March 17, 2009, the Board of Directors adopted the following schedule of fines for violations: First violation \$75.00; Second violation \$150; third violation \$300. If the violation continues the Board of Directors may seek injunctive relief by legal action, the cost of which will be billed back to the unit owner involved.

The application of terms in the above shall be interpreted by the Board of Directors as that which a reasonable person, under reasonable circumstances, would normally interpret the application of terms to be.

FOXRIDGE CONDOMINIUM ASSOCIATION
Administrative Resolution #1
Assessments and Collections

WHEREAS, the Bylaws of Foxridge Condominium Association, Inc., in Article IV, Section 1, states that "(t)he affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, all of whom . . . must be owners of condominiums in the Project"; and

WHEREAS, the Bylaws, in Article IV, Section 2 provides that "(t)he Board of Directors shall have the following powers and duties: . . . (d) To formulate policies for the administration, management and operation of the Project and the common areas and facilities thereof. (e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Project and the common areas and facilities, and to amend such rules and regulations from time to time"; and

WHEREAS, Article VII, Section 1, Paragraph 1 of the Declaration specifies that "(a)ll unit owners shall pay all common assessments for common expenses and all applicable special assessments imposed by the Board of Directors. The common assessments and applicable capital improvement and special assessments, together with late charges, interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of condominium at the time when the assessment fell due"; and

WHEREAS, Article VII, Section 1, Paragraph 2 of the Declaration provides that "(e)ach installment of an assessment shall become delinquent if not paid on or before thirty (30) days from the date upon which it becomes due. All annual common assessments shall be paid according to the percentage of ownership in the common areas as set forth in Exhibit C"; and

WHEREAS, Article Vii, Section 2 of the Declaration provides that "(t)here shall accrue with each delinquent assessment, a late charge of Five Dollars (\$5.00) together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association", and

WHEREAS, there is a need to establish and publish orderly procedures for the collection of assessments which remain unpaid past their due date, since delinquent assessments pose a serious financial and administrative burden on the Association, and

WHEREAS, it is the intent of the Board of Directors to establish steps for the collection of assessments:

FOXRIDGE CONDOMINIUM ASSOCIATION
Administrative Resolution #1
Assessments and Collections

Now THEREFORE, BE IT RESOLVED THAT the procedures for collection of assessments be as follows:

1. Each monthly assessment is due and payable on the first day of each month and is delinquent thirty (30) days after the due date.
2. Delinquent accounts not paid by the last day of each month will be assessed a five dollar (\$5.00) late charge to cover costs. An additional five dollar (\$5.00) charge will be made each month thereafter until the account is paid current.
3. On all delinquent accounts, interest shall be assessed each month at the rate of 10.5% per annum on the past due balance.
4. On delinquent accounts, a Notice of Delinquency letter will be sent when an account is 45 days past due, and a 10-Day Demand letter will be sent when an account is 75 days past due. An administrative fee of \$15 will be charged for each of these letters, and will be added to the account's delinquent balance.
5. Small Claims action may be initiated on any account which becomes delinquent in excess of \$400.00. After a judgment has been obtained, execution will be initiated through an appropriate legal channel. All costs incurred as a result of legal action and collection shall be charged to the delinquent owner.
6. On delinquent accounts, foreclosure proceedings may be initiated under the provisions of AS 34.08.470 and the Association's Declaration, Article VI, Section 3, in a timely fashion so that the collection rights of the Association will be effectively protected.
7. Administrative and legal costs to the association for collection action shall be charged to the delinquent owner as a special assessment against that unit.

Accepted for Review: 10/8/97
Adopted by Board Action:5/21/98
Effective Date: 6/1/98

FOXRIDGE CONDOMINIUM ASSOCIATION
Administrative Resolution #2
Insurance Deductible

WHEREAS, the Bylaws of Foxridge Condominium Association, Inc., in Article IV, Section 1, states that "(t)he affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, all of whom . . . must be owners of condominiums in the Project"; and

WHEREAS, the Bylaws, in Article IV, Section 2 provides that "(t)he Board of Directors shall have the following powers and duties: . . . (d) To formulate policies for the administration, management and operation of the Project and the common areas and facilities thereof. (e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Project and the common areas and facilities, and to amend such rules and regulations from time to time"; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Foxridge Condominium (the Declaration), in Article IX, Section 1, paragraph 1 provides that "(t)he Association shall obtain and continue in effect . . . fire insurance with extended coverage for the full replacement value of the project", and that (s)uch insurance shall be maintained by the Association for the benefit of the Association, the unit owners, and the encumbrancers upon the property"; and

WHEREAS, the Declaration, in Article IX, Section 1, paragraph 2 provides that " the Association shall be required to continuously carry a master condominium policy of casualty insurance, and a fidelity bond, with such coverage and endorsements in form and amounts, including full replacement cost coverage with an agreed amount endorsement"; and

WHEREAS, the Board of Directors, in carrying out the mandates of the Declaration regarding insurance coverage, has obtained an insurance policy with "extended coverage" which provides coverage for various losses to the improvements on lots within Foxridge Condominium, and desires to allocate responsibility for payment of the deductible amount on the policy, should there be an insured loss;

NOW THEREFORE BE IT RESOLVED that the following policy be and is hereby adopted by the Board of Directors:

1. The Association will pay the deductible in the event of any claim caused by an act of God or an unknown source which was created or started in the common area.
2. The unit owner will be liable for the deductible when the cause of the claim originates from or is caused by the homeowner, his/her guests or lessee, or from within or due to his unit;
3. The unit owner will be liable for the deductible if the cause of a claim cannot be determined and the loss is related only to his/her unit.

Accepted for Review: 10/8/97

Adopted by the Board of Directors:

Effective Date:

FOXRIDGE CONDOMINIUM ASSOCIATION

Administrative Resolution #3

DUE PROCESS

WHEREAS, Alaska Statutes, Section 34.08.320, (a) (11) provides that associations may, "after notice and an opportunity to be heard, levy a reasonable fine for violation of the declarations, bylaws, rules, and regulations of the association;" and

WHEREAS, the Bylaws of Foxridge Condominium Association, Inc., in Article IV, Section 1, states that "(t)he affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, all of whom . . . must be owners of condominiums in the Project"; and

WHEREAS, the Bylaws, in Article IV, Section 2 provides that "(t)he Board of Directors shall have the following powers and duties: . . . (d) To formulate policies for the administration, management and operation of the Project and the common areas and facilities thereof. (e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Project and the common areas and facilities, and to amend such rules and regulations from time to time"; and

WHEREAS, for the benefit and protection of the association and of the individual member, the Board deems it desirable to establish and operate by a procedure to insure due process in cases where there is a question of compliance by a member, his family, guest, invitee or tenant with provisions of the Declaration, Bylaws or Board policies, thereby attempting to minimize the necessity of seeking action in or through a court of law; and

WHEREAS, it is the intent of the Board to establish procedures for the Board where it must take action relative to questions of compliance by an individual with the provisions of the governing documents and interpretive policies;

NOW, THEREFORE, Be it Resolved That any actions by the Board regarding covenant violations shall be in accordance with the following procedures:

Complaints of covenant violations may be brought to the attention of the Association's manager by a member of the Executive Board, an owner or renter, or by management inspection reports. If the manager concludes that the complaint appears well founded, the manager may proceed as follows:

1. The manager, if it is reasonably possible, will call the owner of the unit alleged to be in violation of the Association's governing rules to inform them of the possible violation, request information about the condition, and request appropriate compliance.

FOXRIDGE CONDOMINIUM ASSOCIATION
Due Process

2. If a written complaint is received from an owner in the Association, a written reminder will be sent to the owner alleged to be in violation of the Association's rules, requesting appropriate compliance.

When complaints are received for alleged continuing violations after a reminder and request for compliance have been given to the owner alleged to be in violation, or if the alleged violation appears to be of major significance, the manager shall refer it immediately to the Executive Board.

1. In its discretion, the Board may turn the matter over to an attorney with instructions to enforce the rights of the Association in the Alaska courts, or the Board may refer it back to the manager, and request additional informal correspondence with the owner alleged to be in violation.
2. Alternatively, the Board may appoint a hearings officer to act in this matter, and direct the hearings officer to proceed as follows:
 - A. A notice of alleged violation shall be prepared and served upon the alleged violator.
 - B. The notice shall specify in detail:
 - 1) The nature of the alleged violation and the specific covenant which is allegedly being violated.
 - 2) The date, time and place at which the hearings officer shall consider and make a decision regarding the alleged violation. Said date shall be at least five (5) days from the date that the notice is served upon the alleged violator.
 - 3) The notice shall advise the alleged violator that s/he may be present at said meeting and present arguments or evidence in defense of the allegation.
 - 4) The notice shall advise the alleged violator that s/he may cure the violation prior to the meeting or may present evidence at the meeting as to his plans with regard to curing the violation.
 - 5) The notice shall advise the alleged violator of the penalties which may be imposed by the Association if it is determined that a violation exists.
 - C. Service of the notice shall be completed by first class mail at the alleged violator's last known mailing address. Notice shall be presumed after five days posted if the letter is not returned by the Post Office. Posting of notice on the property shall be an alternate method of notice.
 - D. At the time at which the alleged violation is to be considered, the hearings officer shall provide the evidence of the alleged violation as presented, and from other interested persons. The alleged violator shall be given an opportunity to fully defend the allegations including providing evidence or argument with regard to the alleged violation. Thereafter, the hearings officer shall consider all of the evidence and make a finding with regard to the alleged violation, based upon evidence presented at the meeting. If the

FOXRIDGE CONDOMINIUM ASSOCIATION
Due Process

hearings officer desires, the meeting may be adjourned to allow the hearings officer to view the location of the alleged violation. If the hearings officer determines that a violation exists, s/he may withhold recommendation of a fine if the alleged violator presents evidence which convincingly demonstrates that the violation will be cured within a reasonable period of time.

- E. The hearings officer may recommend to the Executive Board a fine for violation of a covenant in an amount not to exceed \$50.00 per day for every day that a violation occurs but said fine may not be imposed until the Board has formally determined that said violation exists. Said fine shall be an assessment against the owner's property.
 - F. Once the Executive Board has determined, after notice and hearing, that a violation of a specific provision of the governing documents or interpretive policies has occurred, successive violations of the same covenant by the same owner or his guests, lessees, or invitees, shall immediately reinstate (without further notice and hearing), a similar fine, if proof exists of the repeat violation. "Adequate proof" will consist of a photograph of the violation, or verification of two or more witnesses to the violation.
3. Any owner may, after the hearing before the hearings officer, appeal that decision to the Executive Board. By returning within five days the letter which gives notice of the hearing's decision, an appeal will automatically be filed, and will be on the agenda for the next meeting of the Executive Board.

At the appeal before the Board, the Board shall proceed with the hearing in the same way the original hearing was carried out, as specified in 1,D above. The decision of the Board shall be final.

- 4. Whether or not there is an appeal from the decision by the hearings officer, the Executive Board shall review and ratify the findings of the hearing officer at the next meeting of the Executive Board.
- 5. Inappropriate parking of private or commercial vehicles anywhere on the common areas, in addition to being subject to these "Due Process" procedures, may also be enforced under the provisions of AS 28.11.020, and AS 28.11.030, which prescribe the basis for removal and impound of vehicles from private property.

Accepted for Review: 10/8/97
Adopted by Board Action: 5/21/98
Effective Date: 6/1/98

FOXTRIDGE CONDOMINIUM
ADMINISTRATIVE RESOLUTION #4
MAINTENANCE
Doors and Windows

Foxridge Condominium Association was formed in 1982. As a condominium organized under the Horizontal Property Regimes Act (A.S. 34.07), it contained the typical provisions for repair and maintenance.

The Act (A.S. 34.07.450(1)) describes the boundaries of a unit as "the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof". The Association's Declaration, Article IV, REPAIR AND MAINTENANCE, reads as follows:

Section 1. REPAIR AND MAINTENANCE DUTIES
OF ASSOCIATION

The Association shall maintain, repair and make necessary improvements to, and pay for out of the maintenance fund to be provided, all common areas and the building thereon; all corrective architectural, landscaping and repair work within residences, if the unit owner fails to repair the areas subject to his control and duty to maintain; all metered utilities in common areas; and all parking areas, ramps, walks and other means of ingress and egress within the project. To the extent not assessed to or paid by the unit owners, the Association shall pay all real and personal property taxes and assessments levied upon any portion of the common areas or limited common areas. It shall further be the affirmative duty of the Association to require strict compliance with all provisions of this Declaration and to inspect the property for any violations thereof.

Section 2. REPAIR AND MAINTENANCE BY UNIT OWNERS

Each unit owner shall maintain, repair, replace and restore all portions of his residence, including the interior walls, ceilings, windows, floors, doors and permanent fixtures in a clean, sanitary and attractive condition.

Notwithstanding the provisions of the Statute, the practice of the Association from the very beginning has been to have the unit owners perform the maintenance work, except regular painting, on the exterior doors and windows of the unit. The purpose for this practice was to control the costs of maintenance, to provide flexibility and choice to the individual owners, and to require the unit owners, who have the use of these building components, to provide the care and maintenance for them. The results desired were to enhance the appearance and maintenance of the property while keeping the assessment levels as low as possible.

If maintenance or repair requires the replacement of doors or windows, the replacement design must be reviewed and approved by the Board of Directors, and must be compatible with the prevailing project design, and consistent with exterior maintenance policies set from time to time by the Board.

Accepted for Review: 4/16/98
Adopted by the Board of Directors: 5/21/98
Effective Date: 6/1/98

William A. Stites
President, Board of Directors

5/22/98
Date

FOX LAKE CONDOMINIUM ASSOCIATION

ADMINISTRATIVE RESOLUTION #5

PLANTING OF FLOWERS IN COMMON AREAS

Homeowners are permitted to plant flowers in specific areas along the homeowners driveway, sidewalks or around unit foundation walls only. (Homeowners should be cautious not to over water areas adjacent to foundation walls).

Said areas shall consist of an area two (2) feet in width and shall be restricted to the above described area only.

This area shall be defined by a small fence (type to be specified by the Beautification Committee) to be no more than eight (8) inches high and shall be placed around any area planted. This fence shall be provided by each individual homeowner and shall be constructed and painted in such a manner as to be consistent with the good taste and uniformity of this association as determined by the chairperson of the Beautification Committee or the Board of Directors.

It is the responsibility of each individual homeowner who elects to plant in these designated areas to properly maintain these areas and to properly care for the plants planted there. Should this individual homeowner fail to properly care for or maintain this area as determined by the chairperson of the Beautification Committee or the Board of Directors, the fence shall be removed and the area will be returned to its original state at the expense of this homeowner.

No planting of any kind is allowed in any common area, other than the areas described above, without the authorization of the Board of Directors. This authorization may be requested by contacting the chairperson of the Beautification Committee who will bring the request to the Board or by presenting a written request at any of the regularly scheduled Board meetings.

A purchaser of any home with landscaping in any areas described above assumes responsibility of said landscaping.

FOXRIDGE CONDOMINIUM ASSOCIATION

ADMINISTRATIVE RESOLUTION #6

LATE CHARGES

Whereas, Article VI, Section 2 of the Declaration states that there shall accrue with each delinquent assessment a late charge of Five Dollars (\$5.00), together with interest at the maximum rate permitted by law on such delinquent sums;

Whereas, the Association's accounting software does not have ability to assess a dollar amount and an interest amount together;

Whereas, it is the desire of the Association to collect as a late charge an amount reasonable and as a deterrent to discourage the late payment of common assessments;

Whereas, the Board of Directors met on March 17, 2007 and unanimously agreed to set a late charge in an amount to represent Five Dollars (\$5.00), AND together with interest at the maximum rate permitted by law on such delinquent sums;

Whereas, all members of Foxridge Condominium Association received notice of such action, along with an opportunity to submit written comment (none being received);

NOW, THEREFORE, BE IT RESOLVED that the association hereby repeals any prior resolutions concerning the late charge and adopts a \$25 per month late charge.

**RESOLUTION OF THE BOARD OF DIRECTORS
OF FOXRIDGE CONDOMINIUM ASSOCIATION REGARDING
PORTABLE BASKETBALL HOOPS**

WHEREAS, Article II, Section 7 of the Declaration for Foxridge prohibits basketball standards or fixed sports apparatus attached to any residence without prior written approval from the board of directors;

WHEREAS, Article II, Section 3 states that assigned parking spaces may only be used for parking vehicles and "shall not be converted for living, recreational or business purposes";

WHEREAS, Article II, Section 4 states that the board of directors shall have the right to determine if any noise or activity producing noise constitutes a prohibited nuisance;

WHEREAS, Several homeowners at Foxridge have requested that the board adopt guidelines concerning the use of portable basketball hoops, which potentially could be a noise-producing activity and which could attract neighboring residents to use Foxridge property;

WHEREAS, The association solicited homeowner comments and carefully considered same in an effort to resolve this issue in the best interests of the neighborhood;

WHEREAS, the board of directors has solicited input from legal counsel regarding application of its covenants and authority to promulgate additional rules regarding conduct at Foxridge.

NOW, THEREFORE, BE IT RESOLVED that the association hereby repeals any prior rules concerning basketball hoops and adopts the following rule/policy concerning the use of same:

1. Portable basketball hoops may be used within Foxridge, provided such use conforms in all respects with these guidelines and that precautions are taken to ensure such use does not unreasonably annoy any Foxridge resident.
2. Basketball activity shall not occur on the grass and landscaped areas of the association, with the association reserving its right to levy fines if any grass or landscaping is harmed with such activity.
3. Basketball hoops may be temporarily placed within the parking space assigned to the specific unit owner using the basketball hoop when at least one occupant of the unit remains physically present and engaged in the playing of basketball. The hoop shall be immediately removed and stored within a garage or other enclosed area inaccessible to neighbors and concealed from view at all times when not in actual use.
4. Basketball hoops shall only be used between the hours of noon and 7:00 p.m. (to include bouncing of balls).
5. Article II, Section 3 of the declaration further prohibits storage within parking areas. Any hoop left unattended also becomes an attractive nuisance for neighboring associations. Basketball hoops shall be immediately removed and shall not remain in the parking area except for the time when in actual use.
6. Basketball apparatuses shall not be stored on the lawns or common areas of the association at any time.
7. In addition to any fines which may be levied, the association may demand immediate and permanent removal of any basketball hoop which is not used in strict compliance with these guidelines.

FOXRIDGE CONDOMINIUM ASSOCIATION

DECK GUIDELINES

Homeowners are allowed to use their deck space for flowers, plants or vegetables in outdoor pots or containers.

Neatly placed outdoor patio furniture is also permitted.

No items should be nailed, screwed or otherwise permanently attached to any Trex surface. It is permissible to attach small nails or clips to the wood spindles for hanging up decorations, such as holiday lighting.

Flags and planters can be attached to the decks using holders that do not screw or nail into any Trex surface – there are items available which do not require screws or nails available at most home improvement stores.

Any article that is to be attached to the home itself still requires the approval of the Board, per the architectural guidelines in the Association's governing documents (Declaration). Any "questionable" décor will need approve by the Board.

The decks should not be used for any type of general storage.