

MOSS CREEK HOMEOWNERS' ASSOCIATION

HOUSE RULES

The following Rules and Guidelines have been developed to ensure that living at Moss Creek is comfortable for everyone, owners and renters alike. All present and future owners, tenants and occupants of any home within the Moss Creek Subdivision are subject to these rules. Any person who purchases, leases, rents or occupies any of the homes hereby agrees to follow these rules. The purpose of these House Rules is to clarify or restate the rules set forth in the Moss Creek Declaration.

HOMEOWNERS' OBLIGATIONS

1. **RESIDENCE AND USE OF UNITS:** Residences shall be used exclusively for single-family residential purposes. However, Unit Owners may engage in home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash, or storage, provided that there exists no external evidence thereof. No illegal activities of any sort are to take place on the property; if such suspicion of illegal activities exists, the proper authorities will be notified immediately and actions will be taken to safeguard the security of other home owners and residents.
2. **NUISANCES:** No noxious or offensive activities shall be carried on upon any land within the subdivision, nor shall anything be done therein which might be, or may become, an annoyance or nuisance to the Common Interest Community. Such nuisances include the use of heavy equipment or derelict automobiles. The Board of Directors of the Association shall have the right to determine if any noise or activity-producing noise constitutes a nuisance. No owner will commit or permit any nuisance on the premises, or commit or cause any illegal act to be committed thereon. Each owner shall comply with all the requirements of the local or State health authorities and with all other governmental authorities with the respect to the occupancy and use of a residence.
3. **SIGNS:** No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed from, the residence or lot. However, a Unit Owner may post one sign of not more than five (5) square feet advertising home for sale or rent.
4. **EXTERIOR INSTALLATION:** No outside pole or antenna shall be constructed, erected or maintained on any residence without first obtaining the approval of the Board of Directors. No air conditioning or other machine shall be installed on the exterior of any improvement on the property or be allowed to protrude through the walls or roof of any improvement on the property without the prior written approval of the Board. No basketball standards or other athletic fixtures shall be attached to any residence or improvement on the property without the prior written approval of the Board of Directors. No portable basketball poles may be left on the sidewalks or in the street.
5. **PET REGULATIONS:** No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit, except domestic dogs, cats, or other normal household pets, provided that they are not kept, bred, or maintained for commercial purposes, and provided that all dogs shall be restrained as necessary to prevent them from becoming a nuisance. Except as otherwise provided in writing by the Board of Directors, no more than two dogs, or one dog and one cat, or two cats may be kept in any unit or on any limited common area of any unit. The Association shall have the right to prohibit maintenance of any animal, which constitutes, in the opinion of the Board of Directors of the Association, a nuisance to any other unit owner. Any unit owner shall be liable to each and all other unit owners, their families, guests and invitees, for any damage to

person or property caused by any pets brought or kept upon the property by an owner, his or her family members, guests, licensees, or invitees. **PETS ARE NOT TO BE ALLOWED TO RELIEVE THEMSELVES IN THE STREET, COMMON AREAS, OR ANY OTHER LOT.**

6. **WASTE REMOVAL:** Trash, garbage, refuse or other waste shall be disposed of through a household garbage disposal or wrapped in a secure package and deposited into a designated trash container. No owner of a unit shall permit or cause any trash, garbage, refuse, or other waste to be disposed of on any portion of the property except in a designated trash container. Trash and recycle cans shall be stored out of sight except on trash pick-up days. No portion of the property shall be used for the storage of building materials, refuse or any other materials other than in connection with approved construction.
7. **LAWN / YARD MAINTENANCE:** Each Owner is responsible to maintain their yards in a neat and attractive manner. Lawns must be mowed when the grass reaches a height of no more than six (6) inches. All vegetation (except flowers) including weeds cannot exceed six (6) inches in height.
8. **LEASE OF UNITS:** Any unit owner may lease his unit to a third party, but such a lease arrangement must be in writing, must be for a term of more than sixty (60) days, must comply with the terms of the Declaration, Bylaws, and these House Rules, must not be for transient or hotel purposes, must provide that the failure to comply in all respects with the Declaration, Bylaws, and these House Rules shall be a default under the terms of the lease, and must be approved by the Board of Directors. Any unit owner who wishes to lease his or her unit to a third party must submit a copy of the lease to the Board of Directors. The Board of Directors approval of any unit owner's lease may not be unreasonably withheld; however, the Board of Directors may, without limitation, disapprove leases which may affect any unit's eligibility for any type of AHFC, FHA, HUD, FNMA, FHLMC, or VA financing.
9. **RESPONSIBILITY FOR GUESTS:** Unit owners and occupants shall be responsible for their guests' compliance with these rules.
10. **PARKING AND VEHICULAR RESTRICTIONS:** No wrecked, inoperative, vandalized, or otherwise derelict appearing automobiles shall be kept, placed, stored, or maintained upon any land within the property. Operable vehicles (including a unit owner's and a unit owner's guest's), trucks, trailers, truck campers, detached camper units, boats, recreational vehicles, and commercial vehicles shall be kept, placed, stored, or maintained within a unit's garage or in the unit's driveway.
 - a) Owners, tenants, or anyone residing in a unit shall not park in the visitor's parking areas at any time, even for as little as a few minutes
 - b) The Association assumes no liability or responsibility for damage or theft to or from any vehicle while on the property
 - c) Unit owners are responsible for their tenants' and/or guests' understanding and compliance with these rules and regulations
 - d) All costs associated with illegally parked vehicles will be charged to the vehicle owner. This includes, but is not limited to, towing charges
11. **DELINQUENCY POLICY:** Your homeowner's dues are due on the first of each month and delinquent at the end of each month. Please make your payments payable to **MOSS CREEK HOMEOWNERS' ASSOCIATION**. Dues not received by the first of the following month will be assessed a late charge of **\$25**. If an account is 60 days past due, the account will be turned over to any attorney for collection.

12. **VIOLATIONS:** Homeowners are responsible for their individual actions along with the actions of their family, guests, tenants, and pets. The homeowners' association may impose fines and penalties upon the responsible unit owner for abuse and violation of the Declaration, Bylaws, or House Rules, as authorized by the Declaration. Noted violations of Moss Creek Homeowners Association House Rules will result in implementation of the following fine schedule:
- a) The fine for a first violation is **\$50**. The fine for a second like violation or continued violation is **\$100** for each violation. Each notice of continuing violation shall be considered an additional violation for purposes of levying fines
 - b) In the case of an on-going violation, each day the violation continues is considered an addition or repeat violation
 - c) When an owner fails to correct a violation or perform repairs needed because of a violation, or when the Board, in its discretion, determines that it is in the best interest of the Association, the Association may take any action necessary to correct the violation or repair damages from the violation and charge the costs of its actions to the owner.

The Board may, at its discretion, waive, modify or otherwise compromise fines levied, without prejudice to other fine levies against the same or different individuals.

13. **INTERPRETATION:** All disputes and interpretations of these rules shall be by a majority vote of the Board of Directors unless these rules are suspended, modified or repealed by the Association.
14. **COSTS:** Any expense, fee, cost, charge, liability or professional fee incurred by the Association which is caused by a Unit Owner's misconduct or failure to comply with the Association's Articles, Bylaws, Declaration, Rules or Regulations or is caused by the misconduct of or failure to comply with the Association's Articles, Bylaws, Declaration, Rules or Regulations by a Unit Owner's agent, tenants, assigns, or invitees, shall cause the Association through its Board of Directors to assess the expenses, fees, costs, charges, liabilities, or professional fees so incurred against the Unit Owner or Owners responsible for the infraction.

MANAGING AGENT RESPONSIBILITIES

1. Receive and deposit monthly Association dues, pursue collection of delinquent accounts by means specified in the Association Declaration and Bylaws and mortgage covenants. This includes filing liens, small claims, collection procedure and foreclosure actions.
2. Provide information to the Board of Directors so they can make the best decisions for the Association, including information for budget adjustments.
3. Implement decisions made by the Board of Directors, maintain financial records and prepare correspondence when necessary or requested by the Board of Directors. Prepare for execution and filing all forms, reports and notices required by law and file the same with the required governmental agencies. Provide homeowner information regarding the Association.
4. Place appropriate insurance coverage (common area liability, Directors & Officers, Fidelity) as required by State statute. Homeowners are responsible for obtaining their own hazard (structure) insurance.
5. Provide contracts for the maintenance of the common elements for the Board of Directors approval.

NOTE: The above is a brief outline of the Managing Agent's duties, which may not include other duties specified in the agent's contract. Any disputes as to the actual duties of the agent will be referred to the management contract, and not to this document.

BOARD OF DIRECTORS' RESPONSIBILITIES

1. To administer the affairs of the Association.
2. To formulate policies for the administration, management and operation of the property and the common areas and facilities.
3. To adopt administrative rules and regulations governing the administration, management, operation and use of the property and the common areas and facilities, and to amend such rules and regulations from time to time.
4. To oversee the maintenance, repair and replacement of the common areas and facilities.
5. To estimate the amount of the annual budget and to provide the manner of assessing and collecting from the owners their respective share of the estimated expenses.

NOTE: The above is a brief outline of the Board of Directors' duties and responsibilities. More information may be obtained from the Declaration and Bylaws, which can be found in the Resale Certificate issued at the time of closing.

INFORMATION

Information may be obtained from the Association's managing agent, Property Management Services, Inc (PMSI), 601 W 41st Avenue, Suite 201 (physical), PO Box 92130, Anchorage, AK 99509 (mailing), (907) 562-2929 (telephone), (907) 562-3550 (fax), or pmsi@gci.net.