Mountain Ash Condominium Association, Inc.

Policy Resolution 2009 06 08 Fire Safety Equipment

In multiple family buildings each unt in a building can affect all other units in the building. Because of this it is important that all unit owners comply with safety codes and practices, therefore, the Mountain Ash Condominium Association, Inc. Board of directors adopts the following Policy Resolution:

- A. All units must be equipped with smoke or fire detectors and fire extinguishers (fire safety equipment) in accordance with Municipal fire codes.
 - 1. Unit owners must equip or assure that units are equipped with the required fire safety equipment.
 - 2. Unit owners must maintain fire safety equipment in operating condition.
 - 3. Unit owners must complete and return to the Association forms (certification forms) certifying that the required fire safety equipment is installed and is in working condition, that the Association sends to unit owners.
 - 4. Certification forms must be returned to and received by the Association no later than the date specified on the form. A late fee of \$50 for each month or portion of a month after the due date will be assessed against the unit and unit owner if a form is not returned by the due date.
 - 5. If a certification form is not received within 45 days of the due date the Association may have the unit inspected for compliance with the fire safety equipment requirements and take whatever action is necessary to bring the unit in compliant with the requirements.
 - 6. Failure to comply with fire safety equipment requirements is a violation of Association rules and is subject to penalties for violating Association rules.

Adopted the ______ Day of ______ 2009.

President (1)

Mountain Ash Condominium Association, Inc.

Policy Resolution 2009 06 08 Insurance

In multiple family buildings each unit in a building can affect all other units in the building. Conditions or actions in one unit may cause damage or injury in another unit, therefore, the Mountain Ash Condominium Association, Inc. Board of directors adopts the following Policy Resolution:

- A. All units must be covered by an owners insurance policy that covers liability for damages to other units and deductible amounts on the Association insurance policy that the unit owner is responsible for. Owner policies must also cover liability of the unit owner or occupant for any injury or damage they cause in the complex.
 - 1. Unit owners must provide, to the Association, documentation that the required insurance is in place. Documentation may include a certificate from the insurance company and certification forms provided by the Association.
 - 2. New owners must provide insurance information within 15 days of taking title to a unit. All owners must provide the information requested on or before the date specified in the request and within 14 days whenever there is a change or renewal of a policy.
 - 3. If required insurance information is not received when due the unit owner is subject to a penalty or fine of up to \$100 per day until the information is received by the Association.

Adopted the

ay of <u>January</u> 200

1.

Amendment to PR 25

PR-25 is amended by adding:

E. If a unit is rented and collection action is initiated the Association may require the owner to direct that all rents be paid directly to the Association, by the tenant, until all delinquent balances are paid. A landlord who does not direct a tenant to pay rents directly to the Association when directed to do so, by the Association, may be fined for refusal to comply with Association rules.

I certify that this amendment was duly adopted by the Mountain Ash Board of Directors on the 9th day of April 2007.

AMENDMENT TO PR-09 K. PR-09 K is amended to read:

K. Unit Floors.

- A. Unit owners must notify the Association if they install any floor covering other than carpet in any portion of the unit.
- B. Floor coverings must not increase sound transmission in such a manner that the disturbance to residents in other units is increased. If the floor covering in any unit does not adequately dampen sound the Association may order that the unit owner make any modifications to the floor covering necessary to adequately prevent unreasonable noise transmission and disturbance to residents in other units.

AMENDMENT TO PR-27 PR-27 is amended to read:

WHEREAS, Policy Resolution No. 9 provides that floor coverings must not increase sound transmission in such a manner that the disturbance to residents in other units are disturbed. If the floor covering in any unit does not adequately dampen sound the Association may order that the unit owner make any modifications to the floor covering necessary to adequately prevent unreasonable noise transmission and disturbance to residents in other units and

C. 1. Floor coverings on eighty percent (80%) of the floor surfaces which exclude kitchens, closets and bathrooms on lower outside Units and 100% of other units must be carpet or must provide sound deadening equivalent to carpet.

All other sections of the above Policy Resolutions remain the same.

Adopted by the Board this 8th Day of May 2006.

Chult Tmy hyla

POLICY RESOLUTION AMENDMENT 2005 12 12

PARKING

- I. Need for rule amendment: Improperly parked vehicles are an ongoing problem in the complex. This is especially true with regard to unidentified vehicles parked in visitor spaces which are either oversized and block access or fire lanes to the buildings or which are not removed for snow plowing making it difficult or impossible to properly plow the driveway and parking spaces, therefore, the Board of Directors of Mountain Ash Condominium Association, Inc., hereby adopts and adds the following amendments to the parking policies:
 - A. All vehicles parked on Association property belonging to or at the invitation of a unit owner, resident or invitee must display a valid I.D, sticker or a visitor pass. The unit owner and the unit responsible for any vehicle parked on Association property without a valid I.D. sticker or visitor pass is subject to fines in accordance with the Association fine schedule and policies.
 - B. In addition to any fines assessed by the Association, any vehicle parked on Association property that does not display a valid I.D. sticker or visitor pass is also subject to immediate tow and impound, without notice, at the vehicle owner's expense.
 - C. The unit owner and the unit responsible for any vehicle being parked in violation of parking rules or policies, when the vehicle interferes with the conduct of Association operations such as but not limited to snow plowing, grounds maintenance or building maintenance is also subject to additional fines for interfering with Association operations as well as assessments for additional costs incurred by the Association due to the improperly parked vehicles.
 - D. The unit owner and the unit responsible for any vehicle being parked in violation of parking rules or policies, when the vehicle interferes with another Association member's proper use of common, limited common or individual property in the project including, but, not limited to unit maintenance or parking is also subject to additional fines for interfering with another resident's proper use of property and facilities in the complex as well as assessments for additional costs incurred by the Association or other owners or residents, due to the improperly parked vehicles.
 - E. If a vehicle interferes with another Association member's proper use of common, limited common or individual property in the project including, but, not limited to unit maintenance or parking, the vehicle may also be towed by the unit owner affected by the improper parking or by the Association, with or without a request from the affected unit owner to have the vehicle towed, without notice to the vehicle owner or resident of the responsible unit, at the expense of the vehicle owner.

10	NOA)	
Adopted the 12 day of	Dec	2005,

POLICY RESOLUTION AMENDMENT 06 18 2005 LANDLORD RESPONSIBILITY

When owners rent, lease or otherwise permit tenants who are not owners to use their units the Association has found that the owners often do not adequately monitor the use of the unit and do not take steps to assure the tenants understand and comply with Association rules. This often results in violations of Association rules, disturbances to other residents and damage to personal and common property.

- I. The landlord is ultimately responsible for monitoring and being aware of how their property is used and of the activities of their tenants. The standard of knowledge is the same as if the owner were residing in the unit.
- II. If a non-owner tenant repeatedly violates Association rules the Association may find that use of the common areas by that person creates an unacceptable risk of misuse of or damage to the common areas and the other residents and the Association may prohibit that person from entering on or using common areas.
- III. Penalties for violation of this rule:

A. An owner who fails to monitor the use of the unit and the common areas by a tenant may be fined for permitting, authorizing or failing to prevent violations of Association rules by residents or invitees the unit. This will be considered a separate violation by the owner and is in addition to penalties for violations committed by the tenant.

Adopted the 12 day of De

President

POLICY RESOLUTION AMENDMENT 06 15 2005

Children riding bicycles on and from walkways have created hazardous conditions for the children themselves as well as for others, including drivers, in the complex. The Association has determined that riding bicycles on the walkways is unsafe, therefore, it has adopted the following resolution.

- I. Bicycle riding on walkways within Mountain Ash Condominium is prohibited.
 - 1. Bicycles being transported on walkways must be "walked" and may not be ridden on a walkway at any time.
 - 2. Bicycles riding out from behind parked cars or from any location where they cannot be seen by a driver driving in the driveway must be walked until they are clear of cars or other visual obstacles that prevent a driver from seeing them from a distance of at least 50 feet.
 - 3. Bicycles ridden in the driveway of Mountain Ash Condominium must be ridden in a safe and cautious manner and shall be ridden in a manner consistent with riding in a high traffic area.
 - A. Bicycles may not be ridden back and forth on the driveway in a manner that cuts off vehicles or creates a risk of a vehicle hitting a bicycle that veers in front of it.
 - B. Bicycles must yield the right of way to motor vehicles.
 - 4. Children riding bicycles must be adequately supervised. If a child is riding in a prohibited, dangerous or erratic manner and they are not under the direct supervision of a responsible adult, the child will be considered unsupervised.
 - 5. If a bicycle is ridden in a manner that is prohibited by and provision of this resolution each act will be considered as a separate violation and each provision that is violated shall be considered a separate violation.
 - 6. The unit and unit owner of the unit responsible for a bicycle being ridden on Association property will be responsible for all penalties for violation the provisions of this resolution. In the case of individuals who do not reside in the complex, penalties will be assessed against the unit they are "visiting."
 - A. If a non-resident child comes onto the property when resident children are present they must be reported to the Association immediately otherwise they will be considered "invitees" of anyone they associate with who is a resident of the complex.

- 7. If a provision of this resolution is violated more than once each additional act of violation after the first shall be considered a repeat of the violation. If more than one provision of this resolution is violated at the same time the violation of one provision shall constitute the first violation and each violation of additional provisions shall constitute a repeat violation.
- 8. If an individual repeatedly violates the rules governing bicycle riding in the complex the Association may issue and order prohibiting the individual from riding a bicycles on the property, the Board may find that the person is a hazardous nuisance when they ride a bicycle in the complex and may issue and order prohibiting them from riding a bicycle on Association property.
 - A. Riding a bicycle on Association property after an order prohibiting the individual from riding a bicycle on Association property shall be considered a repeated and continuing violation and the Board may levy fines in any amount the Board finds appropriate considering the frequency and duration of rides on the property and the hazards resulting for the rides.

POLICY RESOLUTION AMENDMENT 06 15 2005 LITTER ON COMMON AREAS

Toys, equipment, bicycles and other objects have been left on the common areas, including walkways. These objects create obstructions and hazards for those using the walkway. These objects are also often left on other portions of the common area where they constitute hazards, and nuisances and produce a negative affect on the appearance of the complex.

- I. Leaving or storing anything not specifically permitted in the rules of the Association on common areas is prohibited.
- II. It is the responsibility of the Association to clean up and maintain the common areas and grounds of the complex.
 - 1. Leaving anything on the grounds, unattended, is a violation of Association rules and the owner of the unit responsible for items being left or stored on the grounds improperly is subject to being fined and assessed the costs of removing such objects from the common areas.
 - 2. Anything left or stored, unattended, on common areas shall be considered to be abandoned and the Association may remove and dispose of it in any way it sees fit. The unit owner and/or the unit residents or invitees shall be responsible for all costs or losses which result when the Association removes improperly left or stored objects or property from the grounds.
 - 3. If any individual or individuals from the same unit leave more than one object on the grounds, each object shall be a separate violation.

Adopted the 12 day of 2005,

Presiden

POLICY RESOLUTION AMENDMENT 06 18 2005 LANDLORD RESPONSIBILITY

When owners rent, lease or otherwise permit tenants who are not owners to use their units the Association has found that the owners often do not adequately monitor the use of the unit and do not take steps to assure the tenants understand and comply with Association rules. This often results in violations of Association rules, disturbances to other residents and damage to personal and common property.

- I. The landlord is ultimately responsible for monitoring and being aware of how their property is used and of the activities of their tenants. The standard of knowledge is the same as if the owner were residing in the unit.
- II. If a non-owner tenant repeatedly violates Association rules the Association may find that use of the common areas by that person creates an unacceptable risk of misuse of or damage to the common areas and the other residents and the Association may prohibit that person from entering on or using common areas.
- III. Penalties for violation of this rule:

A. An owner who fails to monitor the use of the unit and the common areas by a tenant may be fined for permitting, authorizing or failing to prevent violations of Association rules by residents or invitees the unit. This will be considered a separate violation by the owner and is in addition to penalties for violations committed by the tenant.

Adopted the 12 day of ______2005,

President

POLICY RESOLUTION AMENDMENT 06 18 2005 BALL PLAYING

There is very little open area on the common areas. In most cases there is less than 20 feet between an open area and a building or vehicle. For this reason many activities pose a serious risk of injury or property damage. Any activity that involves throwing, batting or otherwise propelling objects in the air is likely to result in objects striking and damaging vehicles and structures; it is therefore, necessary to prohibit these activities on the common areas.

- I. Any activity or game which involves hitting, batting or throwing balls is prohibited on the common grounds.
- II. Any activity that involves or causes projectiles of any kind to be launched, thrown batted or otherwise projected onto, from or across common areas is prohibited.
- III. Penalties for violation of this rule:
 - A. Causing a projectile to be propelled to, from or across the common areas may be fined according to the fine schedule in effect at the tie of the violation. Each projectile launched is a separate incident and each time a projectile of projectiles is launched is a separate incident.
 - B. If a person is found to repeatedly or habitually violate this rule the Board may determine that the individual who commits the violations is creating a nuisance and hazard on the common grounds and may restrict that individuals use of or presence on common areas.
 - 1. Failure to comply with the terms of a restriction on the use of common grounds shall be considered a repeat violation of this rule and a trespass.
 - 2. If the violation if by a juvenile, the Association may prohibit the juvenile from being on common grounds unless a responsible adult is present and directly supervising the juvenile.
 - a) If a juvenile who is restricted from being on common areas unless under the direct supervision of an adult is on the grounds without such supervision the lack of supervision shall be a separate violation and shall be treated as a repeated violation because it is preceded by another violation..
 - C. Hitting or damaging property with projectiles or equipment use in conjunction with projectiles such as bats is a separate violation of the rule and shall be considered a repeat violation because it is preceded by another violation.
 - 1. If a violation of this rule results in damage to property the unit owner shall be assessed all costs to repair the damage in addition to any fines assessed for the violation.

PR 04 05 10 PARKING

- II. Damage to Association Common Areas has resulted from vehicles backing into parking spaces. The damage is generally a result of bumpers, trailer hitches etc. hitting the building or of exhaust deposits being blown onto buildings. This damage is an unnecessary cost to the Association. It is therefore resolved that:
 - A. All vehicles shall be parked head or front in, in all common or limited common parking areas of the Mountain Ash Condominium.
 - B. Any vehicle backed into a parking space shall be in violation of this rule and subject to fines and immediate tow and impound in accordance with the parking rules and policies of the Association.
 - C. Any damage to common or limited common areas of the project due to improper parking shall constitute additional violation of the Association rules. The owner of a unit responsible for the damage shall be subject to fines for the violation in addition to being assessed the costs of repairing the damage.
 - D. If an owner has a vehicle that exhausts to the side and the exhaust is directed against common or limited common property, the owner of the vehicle shall take whatever measures are necessary to prevent damage to the property. If protecting the common property requires modification of any kind to the common property permission to make the modification from the Board of Directors is required.
 - E. Unit owners are responsible, at all times, for any damage to common property done or caused by themselves, their guests or invitees, their tenants, guests or invitees of their tenants as well as for fines assessed against any of the aforementioned parties for violations of Association rules.

Adopted this 10th day of May, 2004.

Cherry By Lyle, President

Mountain Ash Condominium Association, Inc.

Amendment to Policy Resolution 20, Parking Policies

Section C is amended to read: Visitors must have permission from the Board to park in visitor parking in the complex for more than seven (7) consecutive or cumulative nights per month. Visitors parked in an assigned resident space with a visitor pass for the unit the space is assigned to are not subject to the seven (7) day limit.

Resolved and	adopted by the Board September 9, 2003.	
Certified by	Church Angleyla Cheryl Przybyla President	_ this <u></u> day of
October 2003		

MT. ASH CONDOMINIUM ASSOCIATION POLICY RESOLUTION 02 10 14 (RECOMMENDED)

The Declaration for the Mountain Ash Condominium Association provides as follows:

<u>Section 6.4 - Access</u>. 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 the Common Elements, and for the purpose of performing installations, alterations or repairs, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

- 1. Timely access to common areas and facilities is often needed by the Association and owners or residents of the individual units in order to properly protect and maintain the project and its components.
- 2. Access to common areas such as the crawl spaces is through certain individual units.
- 3. The Association and individual unit owners have incurred losses or increased damages when unit owners or residents do not grant the Association or other owners timely access to access hatches or other facilities accessible only through their units.
- 4. In some cases unit occupants have not kept access hatches cleared so they may be used when necessary.
- 5. Unit owners or occupants have often not responded to messages advising them that access to common facilities through their unit is needed and have refused to grant access in a reasonable time when requested to do so, therefore, the Board of Directors adopts the following Policy Resolution:
 - A. For purposes of access to common areas or facilities serving other units that must be accessed through a particular unit, reasonable notice for access shall be considered 24 hours, in advance, in a non-emergency situation. Access shall be during normal business hours unless otherwise agreed to by the Association. Notice may be made by any of the following:
 - 1. Contacting the owner or occupant of the unit in person or by telephone;
 - 2. Posting a request for access on the door of the unit (unless the Association has been notified that an owner or resident will not be at a unit during a specific period of time and provided the Association with a contact number, posting is effective notice regardless of whether the owner or resident actually receives the notice);
 - 3. Mail;

- 4. Service by a process server;
- 5. Contacting the emergency contact listed with the Association by the owner, if the owner cannot be directly contacted.
- i. If, after 24 hours from notice or request for access, an owner has not responded to a request for access or denies access at the time requested the Association may use whatever reasonable means is necessary, including forcible entry, to gain access and the costs of doing so, including but not limited to locksmith charges, shall be assessed against the unit and the unit owner, in addition to any fines assessed by the Board.
- B. In an emergency situation the right to access is immediate and no notice is required. The Association may take whatever action is reasonable and necessary to gain access in an emergency, or after 24 hours when access is not made available after reasonable notice, including forcible entry. If emergency entry causes damage to the unit, the Association will be responsible for the cost of repair unless forced entry was made necessary by the unit owner or occupant's violation of Association rules, such as not having a current registration form on file with the Association, or, refusal to cooperate with a request for access.
- C. An emergency shall be defined as a condition which exposes the Association or a unit owner to substantial economic loss or increased economic loss if not corrected immediately or a condition which is a risk to the health and safety of persons or could result in substantial damage to any part of the project. The Board or its designee shall, at all times, have the authority to determine if conditions constitute an emergency.
- D. It is the intent of the Board to minimize the inconvenience of access to affected unit owners and residents. Whenever possible the Association will try to accommodate the owner or resident's schedule provided doing so does not increase costs to the Association and does not delay needed repairs. If work is scheduled for hours other than regular business hours for the convenience of the resident or owner, additional charges such as overtime will be assessed against the owner.
- E. When access is scheduled with an owner or resident and the owner or resident is not is not present at the appointed time, costs due to the missed appointment will be assessed against the owner. In such instances the Association may proceed by forcing entry or by rescheduling as it deems best.
- F. If access hatches are blocked or covered by property belonging to the unit owner or resident and the Association or its contractors must remove the property, the cost of doing so will be assessed against the unit owner. The Association and its workers or contractors will not be responsible for loss or damage to any such property.

- G. Refusing, denying or interfering with proper access to common areas by the Association or another unit owner, by an owner or resident, is a violation of Association rules and my be enforced by all means available to the Association including assessment of fines against the unit owner.
- 6. Costs incurred in gaining access when a unit owner or occupant does not grant access when it is requested with reasonable notice shall be assess against the unit owner and the unit.
- 7. Failing to respond to a request for access or denying access after reasonable notice is a violation of Association rules for which fines may be assessed. Continued denial of access is a repeated or continuing violation and may be treated as such in assessing fines.
- 8. In addition to fines for violating Association rules, any costs, increased costs, damage and repair costs, etc., incurred as a result of denial of timely access shall be assessed against the unit owner and the unit through which access was requested. Determination of what costs or damages are due to or increased as a result of access denial shall be determined by the Board in a hearing.

Adopted this 14 Day of October, 2002.

, President

, Secretary

Mt. Ash Condominium Association

PR- 2002 07 08 RV Lot Use

- a. The RV lot may be used only for the purposes permitted by the Association and its rules.
- b. Dogs are not permitted in the RV lot and may not be walked or permitted to enter the RV lot unless specific permission is granted for a specific dog to enter the RV lot.
- c. General Exceptions: A dog being taken to or from a vehicle parked in the RV lot is not prohibited by this rule provided the dog is on a leash or carried and is not permitted to run loose in the RV lot and is not permitted to defecate or urinate in the lot.

A dog taken into the RV lot under this exception to the rule must be taken directly to the vehicle and placed in the vehicle. It may not be kept outside the vehicle or tied to the vehicle at any time.

d. Penalty for non-compliance: A fine may be assessed against the unit owner and the unit responsible for the dog in accordance with the fine schedule adopted by the Board. Each provision that is not complied with constitutes a separate violation. Letting a dog run loose in the RV lot is one violation; if the dog urinates or defecates in the RV lot that is a second violation. If the owner does not immediately clean up after a dog that defecates or urinates in the RV lot, that is a third violation.

AMENDMENT TO POLICY RESOLUTION 20 SECTION M

June 10, 2002

- M. Oversized Vehicles and Vehicles Extending into Areas Where Parking Is Restricted or Prohibited:
- a. Vehicles shall not, at any time, extend into the fire and emergency vehicle access lane, delineated by red lines or parking area so as to impede traffic or restrict access.
- <u>b.</u> Vehicles may not extend beyond the rear uprights of carports when the parking lot is being cleared for snow removal.
- c. Extra long bodied vehicles that block access by garbage trucks or emergency vehicles may not be parked between buildings b and f at any time. (See parking schematic)

Adopted this <u>/ \(\bar{\partial} \)</u> Day of <u>June</u> 2002

Mula Hany Myll, Presider

AMENDMENT TO POLICY RESOLUTION 20 SECTION R

June 10, 2002

R .Remedies or penalties for parking violations: vehicles found to be in violation of this resolution are subject to towing at the vehicle owner's and/or unit owner/tenant's expense without written or verbal notice. Vehicles blocking snow removal will be towed without notice. A fine of \$50 for the first violation and an additional \$100 for each repetition or continuation of the violation may be levied against the unit and unit owner responsible for the vehicle, in addition to any other remedies or costs implemented against the owner such as having the vehicle towed or impounded

An improperly parked vehicle is subject to a fine for each date on which it is improperly parked unless it is blocking another vehicle, building access or it is parked in a safety zone such as the fire lane or by the hydrant, in which case it is subject to a fine for each hour the violation continues.

Any vehicle which has been improperly parked in the project is subject to tow/impound at any time afterward until the vehicle has been removed from the parking space.

Adopted this /0 Day of June 2002

Mountair Ash Condominium Association

RESOLUTION

The record of dues paid and delinquent is essential to understanding the fiscal health of the association. This information must be disclosed to owners or prospective owners of unit in Mountain Ash Condominium.

It is the policy of the Board of Directors of the Association to balance the duties of making full disclosures to owners or others with a legitimate interest in the fiscal status of the association without unnecessarily embarrassing owners who may be suffering unavoidable financial difficulties. The Board therefore adopts the following resolution:

Publication of Delinquent Accounts in the Association Minutes, Newsletter and Other Association Notices

When publishing information regarding delinquent accounts identification of the delinquent accounts will be made by unit number prior to legal action being filed.

Once legal action has been filed to collect delinquent amounts the information in the filing is a matter of public record and may be reported in Association publications and will be included in minutes where the action is discussed. Information that will be included in the minutes and may also be included in other publications includes the names of all persons or entities named in the case caption.

The purpose of publication of any information regarding account delinquencies is to adequately disclose relevant information regarding the finances of the Association to owners, lenders, purchasers and others who have a legitimate interest in knowing the fiscal status of the Association. In no case is publication of this information punitive in nature and at no time will this information be published for the purpose of taking punitive action against a delinquent owner.

At times it may be necessary to publish names or persons in an attempt to locate them, as a part of the search process. It may also be necessary to publish names to accomplish service by publication. Publishing names under these circumstances is consistent with and a part of this resolution.

Adopted by the Board

President:

Lus for bland Vote: For: 5 Against: 0

Date:

9-12-94

Effective date: 9-/2-94

RESOLUTION

Late payment of dues is costly to the Association and may be damaging to its financial stability therefore the Association adopts the following rule regarding late dues payments.

Dues Late Fees:

A dues payment not <u>received</u> on or before the 10th day of the month it is due will be deemed late. A late fee of \$10.00 will be assessed against each late dues payment.

All money received on a Homeowners account will be applied to the oldest balance. Failure to stay current with the account will result in corrective measures by the Board which may include filing a lien against the property, filing a suit for collection, filing an action to foreclose on the lien, referring the account to a collection agency and any other legal remedies available to the association.

Adopted by the Board
President: Kusta bland
Date: 6-/3-94
Date:
Effective date: 7-1-94
Vote
For: Against:

POLICY RESOLUTION NO. 20 PARKING POLICIES ADOPTED 6/5/95

WHEREAS, Article IV, Section 2 (k), of the Bylaws assign the Board of Directors ("Board") all of the powers and duties necessary for the administration of the affairs of the Unit Owners' Association and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or by the Bylaws required to be exercised and done by the Unit Owners' Association; and

WHEREAS, Article IV, Section 2 (d), of the Bylaws enables the Board of Directors to make and amend Rules and Regulations governing the Units and Common Elements or any of them; and

WHEREAS, for the health, safety, welfare, comfort, and convenience of all residents, the Board deems it necessary and desirable to establish further regulations to carry out the provisions in the Condominium Instruments regarding parking;

NOW, THEREFORE, BE IT RESOLVED THAT: 100 to 12 t

- 1. Each unit shall be allowed to have two (2) vehicles parked in the assigned parking area on a permanent basis, subject to rules in the covenants of the Association. Each Owner or Resident must register the license number (s) of the vehicle (s) to be parked in his or her assigned parking area. If the Association chooses, it may implement a plan to issue permit stickers to the Owners/Tenants, in which case each Owner/Tenant must use the permit sticker assigned to him or her. (The sticker is to be displayed on the vehicle on the inside or outside of the rear window, in the lower left corner.) A copy of the "EXHIBIT C" parking schematic is attached.
- 2. "Permanent basis" shall be defined as overnight parking for more than one (1) night per week

project. These no parking zones provide access for Firemen and are a condition of insurance.

- 10. No major repairs shall be made on any vehicle while parked in the complex, whether in an assigned space, guest space, or in the Recreational Vehicle Storage Area.
- 11. Non-operational vehicles may not be stored in the complex, whether in an assigned space, guest space, or in the Recreational Vehicle Storage Area. A vehicle with a flat tire, expired plates, or one that has not been moved for seven (7) consecutive days is considered non-operational.
- 12. No parking is permitted along the chain link fence and no vehicle shall be parked in such a manner that it will block the exit or entrance of any other vehicle in any parking area.
- 13. Vehicles shall not extend into the parking area so as to impede traffic or restrict access. This includes vehicles that extend beyond the rear uprights of carports when the parking lot is being cleared for snow removal and the extra long bodied vehicles that block access by garbage trucks when parked between buildings B and F. (See parking schematic)

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- 14. Snow Removal. While it is snowing and after it stops, all vehicles must be removed from the parking lot from lpm to 4pm on workdays until the entire parking lot has been plowed. When snow plowing is in progress, vehicles cannot be returned to assigned outside parking spaces until the plowing has been completed. On weekends or holidays vehicles "WILL NOT" have to be moved until the next workday.
- 15. Sharing Carports: On workdays during snow removal, a vehicle with a current parking sticker may park in the carport space of another Unit while snow is being plowed, provided that the Owner/Tenant is not expected to return during the time that the snow is being removed. If the Unit Owner or Tenant returns unexpectedly, the vehicle must be moved immediately upon request.

- 16. **Owners who do not provide** Tenants with the necessary vehicle registration forms and a copy of the Bylaws, which include the Policy Resolutions are subject to a \$100 fine and may be liable for their Tenants' impoundment and towing charges.
- 17. The Owners/Tenants are responsible for notifying their guests, repairmen/ movers, or any other visitors of the provisions of this Policy Resolution and may be liable for any subsequent **impoundment or towing fees.**
- 18. Vehicles found to be in violation of this resolution are subject to towing at the vehicle owner's and/or Unit Owner/Tenant's expense without written or verbal notice. Vehicles blocking snow removal will be towed without notice. A fine of \$50 may be also be levied against the Unit Owner responsible for the vehicle, whether the vehicle is towed or not.
- 19. Rules and regulations regarding the Recreational Vehicle Parking Area are addressed under Resolution No. 24.

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ADOPTED: June 5, 1995,		Preston G. Gant, PRESIDENT
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REVIEWED:	, 199	
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RE-ADOPTED:	, PRESIDENT	•

by an Owner/Tenant.

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- 3. "Visitor parking" shall be defined as overnight parking by an authorized guest of an Owner/Tenant. Visitors must have permission from the Board to park in the complex for more than three (3) consecutive or cumulative nights per month. Visitors parked in the complex after 10pm must display a standard visitor ID card in the windshield. Standard visitor ID cards will be issued to the Owners/Tenants of each unit and will identify the unit being visited.
- 4. Any parking spaces not assigned to Owners/Tenants are for guest parking only. If Owners/Tenants own more than two (2) vehicles, any additional vehicles will have to be parked on Reka Drive or at some other off premise location.
- 5. Every vehicle parked in the common parking area must be moved at least every seven (7) days unless otherwise preapproved by the Board. This includes assigned spaces, guest spaces and the Recreational Vehicle Storage Area.
- 6. Only one (1) vehicle shall be allowed to be parked in a parking space. Two (2) spaces are assigned to each unit with a carport, one vehicle in the carport with the other parked behind it, except G-2, G-3, G-4, G-6, and H-1 thru H-6. Units without carports are assigned two (2) parking spaces in the general parking area. (See attached schematic)
- 7. The speed limit in the parking area is 5 MPH.
- 8. No parking is permitted in front of the dumpsters or the Recreational Vehicle Storage Area. This area must be kept clear to ensure that the dumpsters can be emptied and that the Recreational Vehicle Storage Area is accessible to a recreational vehicle and for snow storage.
- 9. No parking is permitted in front of walkways, the fire hydrant, or in the entrance way to the

MOUNTAIN ASH CONDOMINIUMS

POLICY RESOLUTION NO. 20

PARKING POLICIES

WHEREAS, Article IV, Section 2(k), of the Bylaws assigns the Board of Directors ("Board") all of the powers and duties necessary for the administration of the affairs of the Unit Owners' Association and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or by the Bylaws required to be exercised and done by the Unit Owners' Association; and

WHEREAS, Article IV, Section 2(d), of the Bylaws enables the Board of Directors to make and amend Rules and Regulations governing the Units and Common Elements or any of them; and

WHEREAS, for the health, safety, welfare, comfort, and convenience of all residents, the Board deems it necessary and desirable to establish further regulations to carry out the provisions in the Condominium Instruments regarding parking;

NOW, THEREFORE, BE IT RESOLVED that:

1. Except for Unit #B-6 and Unit #D-6 which only have one (1) assigned parking space for one (1) vehicle, each unit shall be allowed to have two (2) vehicles parked in the assigned parking areas on a permanent basis, subject to rules in the Covenants of the Association. Each Owner or Resident must register the license number(s) of the vehicle(s) to be parked in his or her assigned parking area. If the Association chooses, it may implement a plan

to issue permit stickers to the Owners/Residents, in which case each Owner/Resident must use the permit sticker assigned to him or her. The schematic for assigned parking is attached hereto.

- 2. "Permanent basis" shall be defined as overnight parking for more than one (1) night per week.
- 3. Every vehicle parked in the common parking area must be moved at least every seven (7) days unless otherwise pre-approved by the Board.
- 4. Only one (1) vehicle shall be allowed to be parked in a parking space; the two (2) assigned spaces per Unit are assigned so that one car will be parked behind the other car in each space, except for the Units described in Paragraph 1 above.
 - 5. The speed limit in the parking area is 5 m.p.h.
- 6. No parking is permitted in front of walkways, dumpsters or the Recreational Vehicle Storage Area. No parking is permitted in front of the fire hydrant(s) or the entryway(s) into the complex; these are designated as no parking, tow-away zones due to fire and insurance regulations.
- 7. Vehicles shall not extend into the parking lot so as to impede traffic or restrict access.
- 8. No major repairs shall be made on any vehicle while parked in the complex, whether in an assigned space or quest space.
- 9. Non-operational vehicles are to be stored in the Recreational Vehicle Storage Area only.

- 10. Any parking spaces not assigned to Owners/Residents are for guest parking only. If an Owner/Resident owns more than two (2) vehicles, any excess vehicles will be parked on Reka Drive.
- 11. Vehicles found to be in violation of this resolution will be subject to impound at the expense of the vehicle owner and/or Unit Owner without written notice, but with one (1) attempt at verbal notice.
- 12. Rules and regulations regarding the Recreational Vehicle Parking Area are addressed under Resolution No. 24.

ADOPTED: November 24, 1993

REVIEW:

ril 26, 1993

ADOPTED: November 24, 1992

MOUNTAIN ASH CONDOMINIUM ASSOCIATION POLICY RESOLUTION No. 4

I. VIOLATIONS OF THE CONDOMINIUM ACT, CONDOMINIUM INSTRUMENTS, BOOK OF RESOLUTIONS

A. Initiation of Complaint Procedures

- 1. <u>Reasonable Cause</u>. When the Board has reasonable cause to believe an owner or tenant or invitee of an owner or tenant of a unit in the condominium has violated or is violating a provision of the Declaration, Bylaws or Policy Resolutions of the Association, the Board may commence an enforcement against the owner.
 - a. Reasonable Cause shall be:
 - i. One or more credible written complaints from owners or residents in Mountain Ash Condominium.
 - ii. A written report or complaint from a member of the Board or the manager.
 - iii. Observation of an alleged violation by at least two members of the Board or one member of the Board and a manager.

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B. Procedure

- 1. <u>Notification of Violation</u>. An enforcement action is begun by the filing with the Board of a written statement of the violation, the accusation or hearing notice, specifying the rule or regulation violated. A copy of the accusation shall be delivered to the owner deemed responsible for the violation with a notice of defense.
- 2. Notice of Defense. a. Within fifteen (15) days after service of the accusation upon the homeowner, the homeowner may file with the Board a written notice of defense. In the notice of defense, the homeowner may: (i) request a hearing; (ii) object to the accusation on the grounds that it does not state a violation of a rule or regulation, or, that the accusation is so vaguely worded that the homeowner cannot identify what is being complained about or prepare a defense; or (iii) admit the accusation in whole or in part.
- (b) The homeowner is entitled to a contested hearing before the Board if the homeowner, within the required fifteen (15) days, files a written notice of defense. If no notice of defense is filed, or if the homeowner does not appear at the scheduled hearing, the Board may take action on the accusation without further notice to the homeowner. If the homeowner is present when the Board takes action on the accusation the Board may, at its discretion, permit the homeowner to make a statement or present evidence to the Board regarding the accusation. If a notice of defense is timely filed by the homeowner, the Board shall schedule a hearing on the accusation within 60 days of the Board's receipt of the written notice of defense and provide the homeowner with notice of when and where the hearing will be held.

C. <u>Evidence</u>. The Board shall decide the matter(s) raised in the accusation by using a standard known as the preponderance of evidence. Technical rules of evidence shall not apply. Relevant evidence shall be received by the Board if it is the sort of evidence upon which responsible persons are accustomed to relying upon in the conduct of serious matters. Irrelevant and unduly repetitious evidence shall be excluded at the hearing.

D. Conduct of Hearing.

- 1. The case against the homeowner shall be presented first. The homeowner shall have the right to question each witness after the witness has given his or her testimony. Upon completion of the evidence in support of the accusation, the homeowner shall have the right to testify and to call any witnesses with relevant knowledge about the pertinent facts, each of whom shall be subject to questioning by the Board and/or the Board's designee.
- 2. Rebuttal evidence may be received if such evidence rebuts evidence presented in the opposing party's case.

E. Decision

- 1. After hearing and taking into account all the evidence presented, the Board shall make appropriate findings and render a decision within 30 days. The decision shall be sent or delivered to the owner within two weeks of the Board's action.
- 2. If the Board finds that the violation did occur and the owner is responsible the decision shall state the penalty assessed against the owner by the Board.
- **F.** <u>Appeal.</u> The owner may request an appeal of the decision by filing a written request for appeal stating the grounds for the request and presenting evidence to support the request with the Board, within 7 days of receipt of its decision. The Board may deny or grant the appeal. If the Board grants the appeal the Board may conduct additional hearings or it may review the documents from the initial hearing and the appellant's request for appeal and render a decision based on the review, only.

ADOPTED by the Board of Directors of MOUNTAIN ASH Condominium Association this day of 1999. President s/s Secretary s/s

MOUNTAIN ASH CONDOMINIUM ASSOCIATION PROPOSED REVISION OF POLICY RESOLUTION NO. 4

November 1999

Relating to Due Process Procedures

WHEREAS, Article IV, Section 2(k), of the Bylaws assigns the Board of Directors ("Board") all of the powers and duties necessary for the administration of the affairs of the Unit Owners' Association and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or by the Bylaws required to be exercised and done by the Unit Owners' Association; and

WHEREAS, the Condominium Act charges all Unit Owners and all those entitled to occupy a Unit to comply with the provisions of the Condominium Act and Condominium Instruments and that, "Any lack of such compliance shall be grounds for action or suit to recover sums due, for damages or injunctive relief or for any other remedy available at law or in equity, maintainable by the unit owners association, or by its executive organ or any managing agent on behalf of such association, or, in any proper case, by one or more aggrieved unit owners on their own behalf or as a class action"; and

WHEREAS, for the benefit and protection of the Association, the Owners and Tenants, the Board deems it necessary and desirable to establish a procedure to assure due process in cases where there is a question of compliance by an Owner or Tenant with provision of the Condominium Act, the Condominium Instruments, or the Book of Resolutions, thereby attempting to minimize the necessity of seeking action in or through a court of law; and

WHEREAS, Article IV, Section 2(j) of the Bylaws provides for the establishment of a Covenants Committee ("Committee") which will serve, in addition to the Board, to regulate the appearance and use of the Units and Common Elements and which has standing to notify and issue a cease and desist request and grants authority to provide interpretations of the Condominium Instruments, subject to constraints forth set in that Section; and

WHEREAS, Article XV of the Declaration provides the Association with the power, to the extent provided in the Condominium Instruments or rules adopted pursuant thereto, to assess charges against Unit Owners for violations of the Condominium Instruments or rules and regulations adopted pursuant thereto, for which the Unit Owner or his or her family members, Tenants, guests and/or other invitees are responsible; and

WHEREAS, AS 34.08.390 further provides that certain procedures must be followed before such charges may be assessed; and

WHEREAS, the Declaration grants the authority to the Board to assess fines against Unit Owners for violations of the Condominium Instruments or Rules and Regulations; and WHEREAS, AS 34.08.390 further provides that the written request by an Owner for a hearing on such violation shall suspend the imposition of the fine until the hearing is held; and

WHEREAS, it is the intent of the Board to establish procedures where it must take action relative to questions of compliance by an individual with the provisions of the Condominium Act, the Condominium Instruments, Rules and Regulations or the Book of Resolutions, or where the Committee is called upon to issue an interpretative ruling;

NOW, THEREFORE, BE IT RESOLVED THAT Special Resolutions shall be adopted in accordance with the following procedures:

I. VIOLATIONS OF THE CONDOMINIUM ACT, CONDOMINIUM INSTRUMENTS, BOOK OF RESOLUTIONS

V. SANCTIONS

Disciplinary action imposed by the Committee may include, but is not limited to, the following:

- A. Assessing fines against the respondent in accordance with AS 34.08.390;
- B. Assessing the expenses described in Article IV, Section 2, against the respondent;
- C. Issuing a cease and desist order;
- D. Suspending or conditioning the respondent's right to use the recreational facilities. For any non-continuing infraction, such suspension shall be for a period of not more than ninety (90) days. For a continuing infraction (including non-payment of any assessment after the same becomes delinquent), suspension may be imposed for so long as the violation continues.

VI. CONSTRUCTION

This resolution is intended to assure that due process is provided to Owners and Tenants in proceedings before the Committee and the Board to enforce the Condominium Instruments, Rules and Regulations and Book of Resolutions and to serve as a guideline for such proceedings.

The Committee or the Board, as appropriate, may determine the specific manner in which the provisions of this Resolution are to be implemented, provided that due process is protected.

Any inadvertent omission or failure to conduct proceedings in exact conformity with this Resolution shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to assure due process according to the general steps set forth in this Resolution.

"Due process", as used in this resolution, refers to the following basic rights:

- A. The charges shall be provided to the Owner and also to the Tenant, if applicable.
- B, A hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced.
- C. An opportunity to appeal shall be available.
- D. Basic principles of fairness shall be applied.

POLICY RESOLUTION NO. 20 PARKING POLICIES ADOPTED 6/5/95

WHEREAS, Article IV, Section 2 (k), of the Bylaws assign the Board of Directors ("Board") all of the powers and duties necessary for the administration of the affairs of the Unit Owners' Association and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or by the Bylaws required to be exercised and done by the Unit Owners' Association; and

WHEREAS, Article IV, Section 2 (d), of the Bylaws enables the Board of Directors to make and amend Rules and Regulations governing the Units and Common Elements or any of them; and

WHEREAS, for the health, safety, welfare, comfort, and convenience of all residents, the Board deems it necessary and desirable to establish further regulations to carry out the provisions in the Condominium Instruments regarding parking;

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. Each unit shall be allowed to have two (2) vehicles parked in the assigned parking area on a permanent basis, subject to rules in the covenants of the Association. Each Owner or Resident must register the license number (s) of the vehicle (s) to be parked in his or her assigned parking area. If the Association chooses, it may implement a plan to issue permit stickers to the Owners/Tenants, in which case each Owner/Tenant must use the permit sticker assigned to him or her. (The sticker is to be displayed on the vehicle on the inside or outside of the rear window, in the lower left corner.) A copy of the "EXHIBIT C" parking schematic is attached.
- 2. "Permanent basis" shall be defined as overnight parking for more than one (1) night per week

by an Owner/Tenant.

- 3. "Visitor parking" shall be defined as overnight parking by an authorized guest of an Owner/Tenant. Visitors must have permission from the Board to park in the complex for more than three (3) consecutive or cumulative nights per month. Visitors parked in the complex after 10pm must display a standard visitor ID card in the windshield. Standard visitor ID cards will be issued to the Owners/Tenants of each unit and will identify the unit being visited.
- 4. Any parking spaces not assigned to Owners/Tenants are for guest parking only. If Owners/Tenants own more than two (2) vehicles, any additional vehicles will have to be parked on Reka Drive or at some other off premise location.
- 5. Every vehicle parked in the common parking area must be moved at least every seven (7) days unless otherwise preapproved by the Board. This includes assigned spaces, guest spaces and the Recreational Vehicle Storage Area.

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- 6. Only one (1) vehicle shall be allowed to be parked in a parking space. Two (2) spaces are assigned to each unit with a carport, one vehicle in the carport with the other parked behind it, except G-2, G-3, G-4, G-6, and H-1 thru H-6. Units without carports are assigned two (2) parking spaces in the general parking area. (See attached schematic)
- 7. The speed limit in the parking area is 5 MPH.
- 8. No parking is permitted in front of the dumpsters or the Recreational Vehicle Storage Area.

 This area must be kept clear to ensure that the dumpsters can be emptied and that the Recreational Vehicle Storage Area is accessible to a recreational vehicle and for snow storage.
- 9. No parking is permitted in front of walkways, the fire hydrant, or in the entrance way to the

project. These no parking zones provide access for Firemen and are a condition of insurance.

- 10. No major repairs shall be made on any vehicle while parked in the complex, whether in an assigned space, guest space, or in the Recreational Vehicle Storage Area.
- 11. Non-operational vehicles may not be stored in the complex, whether in an assigned space, guest space, or in the Recreational Vehicle Storage Area. A vehicle with a flat tire, expired plates, or one that has not been moved for seven (7) consecutive days is considered non-operational.
- 12. No parking is permitted along the chain link fence and no vehicle shall be parked in such a manner that it will block the exit or entrance of any other vehicle in any parking area.
- 13. Vehicles shall not extend into the parking area so as to impede traffic or restrict access. This includes vehicles that extend beyond the rear uprights of carports when the parking lot is being cleared for snow removal and the extra long bodied vehicles that block access by garbage trucks when parked between buildings B and F. (See parking schematic)

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- 14. Snow Removal. While it is snowing and after it stops, all vehicles must be removed from the parking lot from lpm to 4pm on workdays until the entire parking lot has been plowed. When snow plowing is in progress, vehicles cannot be returned to assigned outside parking spaces until the plowing has been completed. On weekends or holidays vehicles "WILL NOT" have to be moved until the next workday.
- 15. Sharing Carports: On workdays during snow removal, a vehicle with a current parking sticker may park in the carport space of another Unit while snow is being plowed, provided that the Owner/Tenant is not expected to return during the time that the snow is being removed. If the Unit Owner or Tenant returns unexpectedly, the vehicle must be moved immediately upon request.

- 16. **Owners who do not provide** Tenants with the necessary vehicle registration forms and a copy of the Bylaws, which include the Policy Resolutions are subject to a \$100 fine and may be liable for their Tenants' impoundment and towing charges.
- 17. The Owners/Tenants are responsible for notifying their guests, repairmen/ movers, or any other visitors of the provisions of this Policy Resolution and may be liable for any subsequent **impoundment or towing fees.**
- 18. Vehicles found to be in violation of this resolution are subject to towing at the vehicle owner's and/or Unit Owner/Tenant's expense without written or verbal notice. Vehicles blocking snow removal will be towed without notice. A fine of \$50 may be also be levied against the Unit Owner responsible for the vehicle, whether the vehicle is towed or not.
- 19. Rules and regulations regarding the Recreational Vehicle Parking Area are addressed under Resolution No. 24.

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ADOPTED: June 5, 1995, Lestra	blent	Preston G. Gant, PRESIDENT
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RE-ADOPTED:		

3960 Reka Drive B7

Anchorage, Alaska 99508

October 15, 1992

POLICY RESOLUTION NUMBER ONE COLLECTION POLICY

The purpose of this policy is to establish a uniform procedure for collection of delinquent dues and/or special assessments and the settlement of delinquent accounts.

- I: DUE DATE: All dues and/or special assessment amounts are due and payable on the first day of the month.
- II: DELINQUENCY: All dues, and/or special assessment amounts due, that are not paid on the first of the month are delinquent.
- III: NOTICE: A notice will be sent to the Unit Owner who is delinquent stating the amount delinquent. Failure to provide notice does not relieve the obligation of the Unit Owner to pay all amounts due. Notice shall advise the Owner they have fourteen (14) days to bring the account current or the Association, their Attorney or their appointed Agent shall proceed with litigation. Such notice shall be mailed to the delinquent Owner/s address of record.
- IV: LATE FEES: A billing fee of \$10.00 per month will be charged against all delinquent accounts to cover accounting costs.
- V: INTEREST: The Association may impose interest charges, allowed by law, on delinquent accounts on all amounts due from the date they became delinquent until paid in full.
- VI: NSF FEES: A charge of twenty five dollars (\$25.00) shall be levied to any Owner who issues a check to the Association on an account with insufficient funds to cover the check amount.
- VII: GRIEVANCE PROCEDURE: If an Owner disputes the validity of a charge to their account They shall communicate such dispute to the Association Board of Directors in writing, within fourteen (14) days after the charge appears on their statement. If the Owner asserts they have made a payment which does not appear on the statement, the Owner or certified document. Corrections shall be made to Owners account prior to the next statement issued.

VIII: REMEDIES UNDER LAW: The Association shall file or cause to be filed a Small Claims action and/or a lien and/or any other remedies provided by Law against a delinquent Owner if the Owner does not bring their account current within fourteen (14) days of due date. All costs incurred by the Association to enforce dues and/or assessments, including but not limited to administrative fees, reasonable Attorney's fees, costs and court costs shall be paid by the delinquent Owner.

ADOPTED