

**RULES OF
BRAGAW AND PETERKIN CONDOMINIUMS**

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RULES OF
BRAGAW AND PETERKIN CONDOMINIUMS
OWNERS ASSOCIATION, INC.

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

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

ARTICLE I

Use of Units Affecting the Common Elements

Section 1.1 - Occupancy Restrictions. Each Unit is restricted to residential use as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. There shall be no more permanent occupants than two per bedroom (pursuant to Anchorage Code of Ordinances, Maintenance and Occupancy code, Municipality of Anchorage).

Section 1.2 - No Commercial Use. Except for those activities conducted as a part of the marketing and development program of the Declarant, no activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community. No signs, window displays or advertising are permitted, except for a name plate not exceeding nine square inches (9" square) in area.

Section 1.3 - No Rental Use. No part of any Unit shall be permitted to be rented, without the express permission of the Executive Board.

Section 1.4 - Electrical Devices or Fixtures. No electrical device creating electrical overloading of standard circuits may be used at any time. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused.

Section 1.5 - Displays Outside of Units. Unit Owners shall not cause or permit anything other than curtains and conventional draperies to be hung, displayed or exposed at or on any window area or on the exterior of Units without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any. Furthermore, no clothes, sheets, blankets or laundry or shoes shall be permitted to be exposed, hung or displayed at any window area or on the exterior of the Unit. Holiday lighting is permitted commencing the day after Thanksgiving and must be removed no later than February 1st of each year.

Section 1.6 - Painting Exteriors. Owners shall not paint, stain or otherwise change the color of any exterior portion of any building including doors, windows and decks, without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any.

Section 1.7 - Cleanliness. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

Section 1.8 - Electrical Usage. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Section 1.9 - No Exterior Trash Storage. Unit owners will be responsible for removal of trash containers from the interior of their Units to the trash dumpsters located in the rear of the Units. Absolutely no trash containers are to be placed outside Units. The area immediately adjacent to the trash dumpsters shall be kept neat, clean and free of debris. Long term storage of trash and rubbish within Units is expressly forbidden.

Section 1.10 - Recreational Activities. Recreational equipment shall be used for the purposes for which they were designed except that trampolines and hot tubs are expressly prohibited. Barbeque grills and equipment shall be utilized in uncovered areas and at least two feet (2') away from the roof eave overhang of the building structure.

Section 1.11 - Alterations, Additions or Improvements to Units. Pursuant to Section 12.1 of the Declaration, no Unit Owner shall make any structural additions, structural alterations or Improvements in or to their Unit without the prior written consent of the Executive Board. The following items are expressly forbidden: no add-on fireplaces or free standing fire-stoves of any kind and no electrical or plumbing or heating system add-ons. The following activities are permitted and may be changed at the Unit Owners discretion; interior paint colors, floor-coverings, cabinets, countertops, appliances and plumbing fixtures. Upon agreement by one hundred percent (100%) of all Unit Owners, screen doors of such design and color to complement the existing architecture, will be permitted at unit Entrances.

ARTICLE II

Use of Common Elements

Section 2.1 - Obstructions. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

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

Section 2.3 - Storage. Storage of materials, toys or bicycles in or on the Common Elements is expressly not permitted.

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

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

matters, if any. No clothes, sheets, blankets, laundry or any kind of article shall be hung out, displayed, exposed or placed on the exterior common element walls, doors or on trees. No sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls, doors or roof areas of a Unit. Holiday decorations displayed in accordance with Section 1.5 herein are permitted.

Section 2.6 - Antennae and Satellite Dishes. No television, radio or other electronic antenna, satellite dish or device of any type shall be erected, constructed, placed or permitted to remain on the Common Elements. Specifically, no antennae or satellite dishes are permitted on the common element roof or common element exterior walls containing the Unit. Antennas contained inside a Unit are permitted and no prior approval is required, however antennas must be installed pursuant to Federal Communications Commission (FCC) guidelines and requirements under the Telecommunications Act of 1996. All wiring for antennas within a Unit must be properly installed and concealed so as not to interfere with the architectural integrity of the Unit.

ARTICLE III

Actions of Owners and Occupants

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

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

Section 3.3 - Pets. No animals shall be kept on the Property or brought on to the Common Elements, except for no more than one (1) cat of gentle disposition. A cat may not be kept, bred or maintained for any commercial purposes. Any cat causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. Unit Owners shall be responsible for keeping their yard areas free and clear of cat feces. Unit Owners shall hold the Association harmless from any claim resulting from any action of his or her pet. No visiting or guest animals are permitted. Seeing-eye dogs or hearing ear dogs will be permitted for those persons for whom they are a necessity.

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

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

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

Section 3.7 – Health and Safety Inspections, Repair and Replacement of High Risk Components and Resolution of High Risk Situations.

(a) Notwithstanding the provisions of Sections 3.1 through 3.6 above, the Executive Board may, from time to time, conduct periodic walk-through Health and Safety Inspections. Such inspections shall review by way of example, but not of limitation, the following items; smoke detectors and water heaters, range hood screens, dryer vents, pest infestations and any fire hazard situations. The Board may determine that certain portions of Units required to be maintained by the Unit Owners, or certain objects or appliances within the Units, pose a particular risk of damage to other Units and to the Common Elements if they are not properly inspected, maintained, repaired or replaced. In this Section 3.7, those items determined by the Executive Board to pose such a particular risk are referred to as “High Risk Components” or “High Risk Situations.”

(b) At such time that it designates a “High Risk Component” or “High Risk Situation” the Executive Board, after Notice and Comment, may require one or more of the following with regard to the High Risk Component or Situation:

- (i) That inspections occur at specified intervals by the Association or inspector or inspectors designated by the Association.
- (ii) That a component be replaced or repaired at specified intervals, or with reference to Manufacturer’s warranties, whether or not the individual component is deteriorated or defective; or that a situation be remedied immediately to reduce the risk exposure, for example, the removal of lint from an obstructed dryer vent.
- (iii) That components be replaced or repaired with items or components meeting particular standards or specifications established by the Executive Board.
- (iv) That components be repaired or replaced and the installation includes additional components or installations specified by the Executive Board.
- (v) That components be replaced or repaired by contractors having particular licenses, training or professional certification or by contractors approved by the Association.

- (vi) If a component replacement or repair is completed by a Unit Owner, or a High Risk Situation is remedied by the Unit Owner, the inspections of the same occur by a person designated by the Association.

(c) The imposition of requirements by the Executive Board under Section 3.7, subsections (b)(i) through (vi) herein, shall not relieve a Unit Owner of his or her obligations under Article VI (Maintenance, Repair and Replacement) of the Declaration of Bragaw and Peterkin Condominiums (hereinafter referred to as the 'Declaration') including, but not limited to, the obligation to perform and pay for repairs, maintenance, and replacement.

(d) If any Unit Owner fails to repair, maintain or replace a High Risk Component in accordance with the requirements established by the Executive Board under Section 3.7 herein, the Association may, in addition to any other rights and powers granted to it under the Documents and Alaska Statute 34.08 - Common Interest Ownerships.

- (i) Enter the Unit in accordance with Article VI, Section 6.3 (Access) of the Declaration and inspect, repair, maintain or replace the High Risk Component, and charge the cost to the Unit Owner as a common expense attributable to the Unit under Article XVIII, Section 18.2 (Common Expenses Attributable to Fewer than All Units) of the Declaration.
- (ii) Fine the Unit Owner or the occupant of the Unit or both pursuant to Article XVII, Section 18.3 (Lien) of the Declaration; and
- (iii) Bring an action against the Unit Owner for specific performance of the Unit Owner's duties under this Section.

Section 3.8 Non Compliance Enforcement Procedures

- (i) Written Notice of Rule Violation. The Board or Managing Agent shall notify the Unit Owner in writing of the specific rule violation and the notice will allow the owner three (3) calendar days to cure the violation.
- (ii) Fines. If non-compliance continues after the three (3) day deadline indicated in the written notice, then the Board of Directors shall levy a fine in the amount of Twenty-Five Dollars and Zero Cents (\$25.00) per day against the Unit owner whose family, servants, employees, agents, visitors and licensees are in violation of these Rules herein.
- (iii) Collection Provision. All fines, costs and expenses necessary to enforce these Rules will be levied against the Unit owner and shall be an assessment against that owner's unit and subject to all lien and collection powers of the Association.

ARTICLE IV

Insurance

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

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

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

ARTICLE V

Motor Vehicles

Section 5.1 - Compliance with Law. All persons will comply with Alaska State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and Property.

Section 5.2 - Traffic, Vehicle and Parking Policy.

- (i) The speed limit in Bragaw and Peterkin Condominiums is five (5) miles per hour.
- (ii) Vehicles may not be parked in the alleyway in such a manner as to block or restrict access for other vehicles. Vehicles may park in unit designated parking spaces or guest parking spaces, however under no circumstances shall vehicles be parked in such a manner as to block access to fire hydrants, sidewalks, pedestrian crossing areas or designated fire lanes. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered. In addition a Twenty-Five Dollar and Zero Cents (\$25.00) per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.
- (iii) No vehicle other than a vehicle clearly indicated as operated by or for a handicapped person may be parked in any space reserved for handicapped parking (if any). The handicapped space is not an extra space for residents or guests. Illegally parked vehicles will be towed without notice.
- (iv) The following vehicles may not be parked within Bragaw and Peterkin Condominiums: Commercial Vehicles (delivery trucks or vans, trailers or vehicles adapted to a business use, such as a pick up truck that has been fitted with special racks to hold material and

tools); buses; recreational vehicles (RV's); utility trailers; motorcycles and all terrain vehicles (ATV's); campers; boats; snowmobiles, jet skis; stored, broken down or wrecked vehicles.

- (v) Moving vans and storage vehicles shall not remain parked in the community longer than a twelve 12-hour period except for temporary loading or unloading, following which the vehicle must be removed from the Property for at least sixteen (16) hours.
- (vi) Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.
- (vii) Parking spaces are to be used for vehicle parking only. No sign, initials, storage containers, personal property or other additions or alterations to parking spaces may be painted, displayed or erected by a Unit owner.
- (viii) Vehicles may not be parked in a hazardous condition including but not limited to vehicles on jacks or blocks.
- (ix) Vehicles which drip oil or fluids may not be parked anywhere on the property. Unit owners are responsible for cleaning up the leakage in their parking spaces.
- (x) No person shall sleep in a car, truck, camper or any other vehicle on the condominium property.
- (xi) Car washing is permitted on the property.
- (xii) Guest parking may be available. Unit owners must direct their guests to guest assigned parking areas (if any) to avoid unauthorized vehicles parking in Unit owner spaces. Guest parking shall be temporary and infrequent so that available parking is not overburdened. It is extremely important that Unit Owners neither offer nor expect special parking privileges for guests. Guests are subject to the same penalties, including towing, if parking guidelines are violated.
- (xiii) All highway vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility in excess of two (2) hours, highway vehicles will not be disassembled, repaired, rebuilt, painted or constructed on the Property. Following Notice and Hearing, the association may remove, at the cost of the Unit Owner responsible, any vehicle remaining immobile in excess of forty-eight (48) hours.
- (xiv) No Unit Owner vehicles are permitted to be covered with plastic tarpaulins, temporary car covers or temporary carports or canopies of any kind.

Section 5.3 – Motor Vehicle Enforcement Procedures.

- (iv) Written Notice of Violation. The Board or Managing Agent shall notify the vehicle owner in writing of the specific violation. If the offending vehicle is owned by a

guest, the Unit owner shall be notified. The notice will allow three (3) calendar days to cure the violation.

- (v) Towing. If the offending vehicle remains after the deadline indicated in the written notice or is a repeat offender within a period of one year, the vehicle is subject to being towed without notice at the expense of the vehicle owner. Towing charges shall not be considered a fine. Vehicles parked in a marked fire lane or tow-away zone will be towed without warning.
- (vi) Fines. The Board of Directors shall levy a fine of Twenty-Five Dollars and Zero Cents (\$25.00) per day against the Unit owner or Unit Owner's guest who has violated this resolution.
- (vii) Right of Appeal. The vehicle owner has the right of appeal. Such appeal must be received in writing by the Board or Management Agent at the regular business mailing address before the notice deadline. If the vehicle belongs to a guest, the appeal must be made by the Unit owner or the Unit owner's management agent. Once an appeal is received, the Board will hold an appeal meeting within ten (10) business days. If the appeal meeting does not take place within ten (10) business days, the matter is considered dropped. The Board's decision on the appeal is final. If the appeal is rejected, towing and fining provisions become effective immediately.
- (viii) Collection Provision. All fines, costs and expenses necessary to enforce the Parking Policy will be levied against the Unit owner and shall be an assessment against that owner's unit and subject to all lien and collection powers of the Association.

ARTICLE VI

Rights of Declarant

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

ARTICLE VII

General Administrative Rules

Section 7.1 - Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 7.2 - Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Association Executive Board or an appropriate committee. Executive Board decisions will be provided in writing within five (5) business days of receipt of Unit Owners written complaint.

ARTICLE VIII

General Recreation Rules

Section 8.1 - Limited to Occupants and Guests. The Common Elements are limited to the use of Unit Owners and their invited guests. All Common Elements are used at the risk and responsibility of the user and the user shall hold the Association harmless from damage or claims by virtue of such use.

Section 8.2 - Boisterous Behavior Prohibited. Boisterous, rough or dangerous activities or behaviors which unreasonably interfere with the permitted use of facilities by others, is prohibited.

Section 8.3 - Children. Parents will direct and control the activities of their children in order to require them to conform to these rules. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.

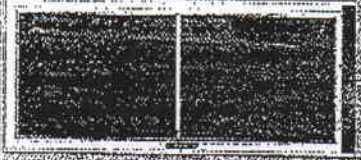
Certified to be the initial rules adopted by the Executive Board on its date of organization

Amy A. Betman

Secretary / Treasurer

Andersen® HD 3000
TriuEase® Door

A new era of ease, comfort and beauty — introducing the ventilating door with all of the convenience features you'll love!



EFFICIENCY

- 1 1/2" thick aluminum frame
- Double track seal system

BEAUTY

- 1 1/2" thick aluminum frame
- 1 1/2" thick aluminum frame
- 1 1/2" thick aluminum frame
- 1 1/2" thick aluminum frame

CONVENIENCE

- Easy-to-use night latch
- Easy-to-use night latch
- Easy-to-use night latch
- Easy-to-use night latch

DESIGN

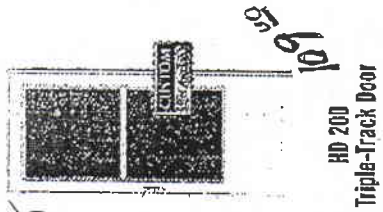
- Exclusive water protection system
- Replacement coverage plan for as long as you own your home!

FINISHES

- White
- Almond
- Bronze

Andersen
TRU-EASE DOORS

Andersen
 ↑



- Aluminum over solid wood core.

- Color-matched push-button handle* and sweep. *Black for bronze.

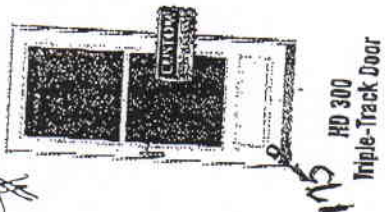
- Triple-track window system ventilates from top, bottom or both.

- Easy-to-use night latch.

- Exclusive water protection system.
- Replacement coverage plan for as long as you own your home!

- White: 30", 37", 33", 34", 36"
 - Almond: 37", 32", 33", 34", 36"
 - Bronze: 30", 32", 33", 34", 36"
- Custom sizes available.

HD 200
 ↑



- Aluminum over solid wood core.

- Solid brass exterior and color-matched exterior handles.
- Brass finish sweep.
- Molded link panels — no unsightly screws.

- Triple-track window system ventilates from top, bottom or both.

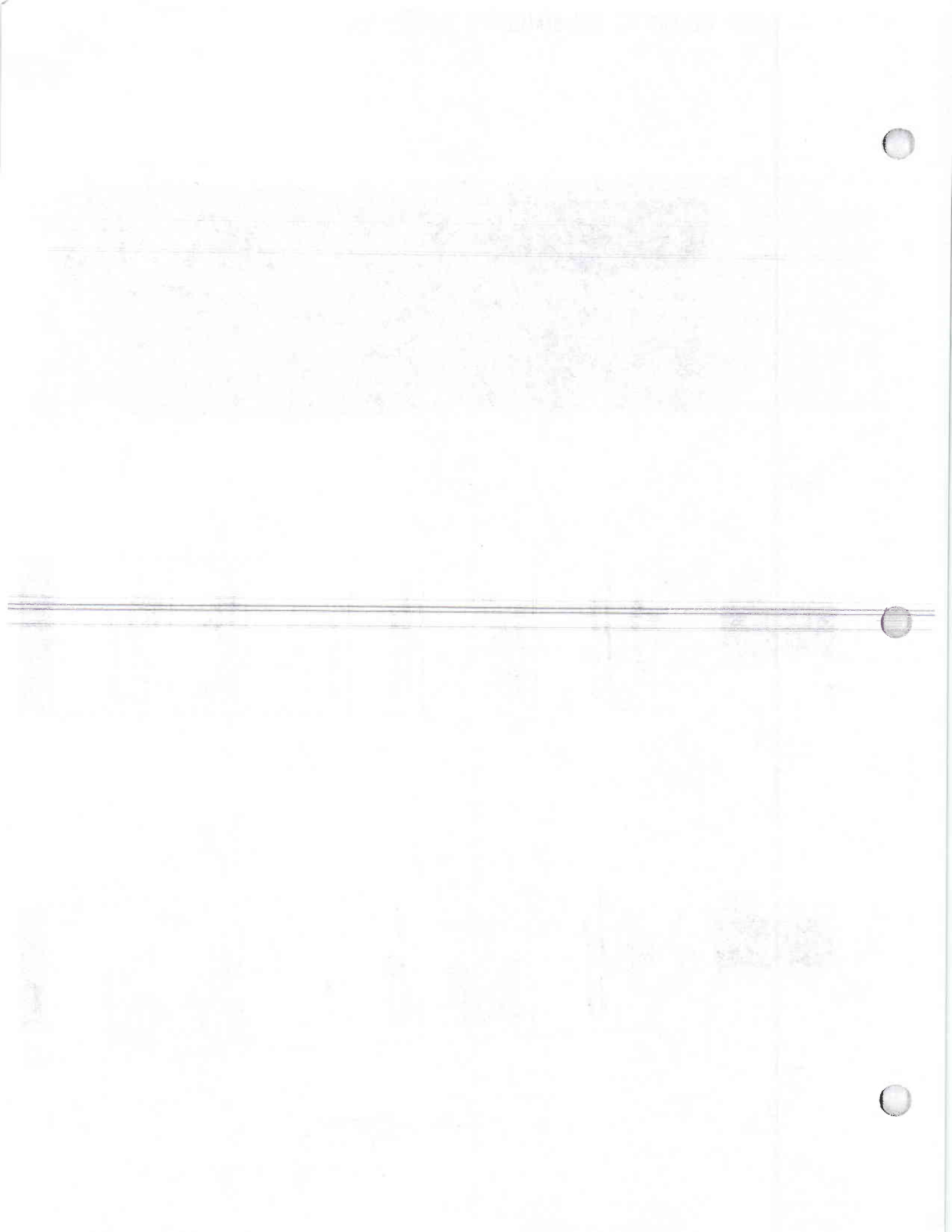
- Separate deadbolt.

- Exclusive water protection system.
- Replacement coverage plan for as long as you own your home!

- White: 30", 32", 33", 34", 35"
 - Almond: 32", 33", 34", 36"
 - Bronze: 32", 33", 34", 36"
- Custom sizes available.

HD 300
 ↑

Home Depot -
 White



Insurance Information

The association currently has an insurance policy placed. You should consult with your own agent and purchase a policy to cover the following exposures you may have (talk to your agent for any other suggestions that they may have as well):

1. Value of household and personal property not normally insured under building coverage
2. Additional living expenses
3. Personal injury
4. Loss assessment coverage
5. Value of jewelry, furs, silverware and fine art
6. Vehicle coverage
7. Deductibles – see “Deductible Policy”
8. Water loss due to your personal appliances
9. Vandalism from tenants
10. Loss rental income
11. Upgrades to the interior made by the unit owner (also if need be to the exterior of the unit as well)