SYNOPSIS: Operation of the Eastridge II RV Compound

Our Townhome Owner's Association, as does our three sister Eastridge Associations, owns a secure recreation vehicle (RV) compound for the use of off-season RV storage for our members owning an RV.

A tenet supporting this need stems from an association restriction that states, "Recreational Vehicles may not be parked or stored in the driveway of units, nor in the streets, or the guest parking areas" within the bounds of Eastridge II properties.

A specific House Rule, Article XIII, has been in place for many years, revised and amended several times and reportedly last amended on May 13, 2002.

In a sentence or two, under those existing house rules, our RV Compound lacks visible, effective management and oversight. Bottom line – it is in need of an overhaul and reconstruction to give assurance of fairness to all owners as well as predictable process.

Responsibility for the maintenance and operation of an effective RV Compound serving its entire RV population lies squarely on the shoulders of the Eastridge II Townhome Board of Directors.

It is with this abbreviated background that your board, through a recently established "RV Compound Standing Committee" appointed by its President, has drafted a new House Rule, Article XIII, to be considered for adoption. Such adoption requires a majority vote of the Eastridge II members present a formal membership meeting.

As an added, and final comment, we have been in contact with our sister Eastridge Associations regarding the operation of their RV Compounds. We have compared operational features and hope to develop a closer and mutually beneficial relationship with each.

Of specific interest is exploring a mutual arrangement whereby a backlog of more RV's than stalls within one compound can be partially and temporarily relieved through the use of a sister compound having empty stalls. At this point it is in its earliest stages of consideration. It is necessary that we get our "house in order" before meaningful dialog can take place.

APPLICATION FROM FOR A STALL Eastridge II Townhome Owners Association Recreational Vehicle (RV) Compound Prevailing Reference: House Rules, Article XIII

FULL NAME: (OWN	IER)			
FULL NAME: (LESSE	EE)			
EASTRIDGE ADDRE	SS:			
CONTACT TELEPHC	ONE NUMBERS AND EMAIL (PRINT)			
Home:	Cell:	Other:		
Email:				
COMPLETE DESCRI	PTION OF RV TO BE STORED (PRINT)			
RV:			, Trailer (yes) (no)	
TOTAL LENGH AND	WITH (including trailer):	/	_	
	PLATE NUMBER AND DECALS (mont the current registration and/or title		/	
thoroughly read th obligations, restric	v, Owner certifies that the informatic e current Eastridge II House Rules, A tions, and personal liabilities and wil or the cancellation of stall privileges a	rticle XIII and clearly und I comply with said House	derstands its contents, e Rules. Failure to comply	
Signed:		Date:		
	(FOR USE BY THE EASTRIDGE	BOARD OF DIRECTORS)	•••••	
APPROVED ()	CONDITIONAL APPROVAL ()	DENIAL ()		
SIGNED:		TITLE		
COMMENTS:				

HOUSE RULES – ARTICLE XIII EASTRIDGE II RECREATIONAL LOT

GENERAL:

IT IS A STANDING POLICY OF THE EASTRIDGE II TOWNHOME OWNERS ASSOCIATION, INC. THAT RECREATIONAL VEHICLES (RV'S) MAY NOT BE PARKED OR STORED IN THE DRIVEWAY OF UNITS, ON THE STREETS, OR IN GUEST PARKING AREAS.

IN AN EFFORT TO PROVIDE SOME RELIEF FOR RESIDENT RV OWNERS, A SECURED COMPOUND IS AVAILABLE WITHIN OUR ASSOCIATION COMMON AREA TO PROVIDE OFF-SEASON STORAGE FOR OUR ACTIVE RV OWNERS AND ENTHUSIASTS. IN THIS REGUARD, THE ASSOCIATION RECONIZES A LIMITATION OF SPACE AND THE LIKELIHOOD OF MORE DEMAND THAN AVAILABLE RV STALLS. IF IT IS NOT AVAILABLE FOR LONG TERM STORAGE WITHOUT SEASONAL USE.

THE USE OF THE EASTRIDGE II RECREATIONAL VEHICLE COMPOUND (RV) COMPOUND AND THE STORAGE OF RV'S THEREIN ARE THEREFORE SUBJECT TO A STANDARD OF DEFINITIONS, RULES, AND GENERAL CONDUCT REGARDING THE ALLOCATION AND USE OF SPACE (STALLS) AND A STANDBY LISTING SHOULD ALL STALLS BE OCCUPIED.

THUS, THIS ARTICLE ESTABLISHES THE GUIDELINE UNDER WHICH SUCH RELIEF IS PROVIDED.

GENERAL MANAGEMENT SERVICES:

Under the employment and direction of the Eastridge II Board of Directors, the agency of "Property Management Services, Inc., 601 W 41st Avenue, Suite 201, Anchorage, AK 99503 – PH (907)562-2929, FAX (907)562-3550, Email: <u>pmsi@gci.net</u>" provides the daily management and operation of Eastridge II Townhomes Owners Association, Inc.

DEFINITIONS:

1. RV's include: motor homes, travel trailers, boats, pickup campers (with or without prime mover), snowmobiles, 4-wheelers, canoes, golf carts (with or without prime mover), and other highway-legal equipment used solely for recreation purposes.

2. A stall is one assigned parking space within the RV compound accommodating one RV.

3. For the purpose of this Article XII, the term "Owner" may include the Record Owner or their bonafide Lessee of a lot and residence within Eastridge II.

QUALIFICATIONS:

1. Unless otherwise stated herein, an owner may apply for one RV stall.

2. The owner must own the RV.

3. An RV shall be no more than thirty feet (30') in total length (including prime movers).

4. All RV's located within the compound must be currently registered and licensed by the governmental bodies exercising licensing control over them.

5. Before entering the RV Compound, RV's must be properly registered with the management office and in possession of a fully completed and approved application. Such document is the owner's authorization for the use of the RV Compound.

6. Changes of any information reflected on the approved Application must immediately be conveyed in writing to the management company.

7. RV's must be in operating condition.

8. **Specifically excluded** from RV classification are: automobiles, trucks without campers, utility trailers, commercial and personal vehicles used for transportation or any use other than RV purposes.

9. *In addition*, the compound is not provided for the long term storage of RV's without seasonal use. It is designed for active RV owners to use during seasonal activities and stored during off-seasons. Hence, an owner with RV showing lack of use over a span of two years and/or having signs of advanced shall lose eligibility of the stall.

10. Owners wishing to store a vehicle not meeting the RV qualifications may, by written request, petition the Board of Directors for such consideration.

ASSOCIATION ANNUAL FEES:

1. An association annual fee will be levied for each assigned stall at a yearly rate of one hundred twenty dollars (\$120.00).

2. Fees will be due in advance at the time of the application.

3. Annual fees due in any month other than September of each year will be prorated appropriately by the month in which the application is made.

4. In the case of an owner with multiple stalls, if required by the Board of Directors to vacate an added stall prior to the next yearly application (September), they can be reimbursed for the remaining months before application renewal upon request. Such reimbursement **does not** include owners removing their RV's by choice.

APPLICATION:

1. All owners must apply to secure a stall.

2. New owners desiring a stall must complete an application for occupancy. An application may be submitted at any time.

3. Owners occupying a stall must renew such application every year. Such renewal shall be accomplished during the first two weeks of each September and effective as of the first of September.

4. The application is available through the management office.

5. A completed current application dated and signed by the applicant and bearing the approval and signature of the Eastridge II Townhome Board of Directors shall be the RV Owner's permission to use the assigned RV Compound stall.

6. Upon such notification of approval, the owner shall be provided a decal by the association and it shall be visibly displayed on the RV.

STANDBY LISTING:

1. First time owners wishing to be placed on a standby list for a stall can do so by contacting the management office.

2. The priority for a stall is the order of earliest request.

3. The standby list will be maintained from year to year so people will move up the list.

AVAILABLE EMPTY STALLS:

1. Should there be an appropriate empty stall, and owner may, by written request, petition the Board of Directors for the use of such stall.

2. Approval of more than one stall is temporary in nature and conditional upon the absence of the other owners registered on a stand-by list.

3. In the event of an active stand-by listing, an owner with an additional stall must vacate such stall within two weeks of notification by the Board of Directors.

OWNER RESPONSIBILITIES AND LIABILITIES:

1. Owner shall only utilize their own stall.

2. Owners shall keep their stall neat and free of trash, debris, and large vegetation.

3. RV's must **at all times** be currently licensed and registered with the local and state authorities, and have such licensing properly displayed on the RV and prime mover as well the association decal.

4. Owners will be held personally responsible and liable for any damage caused by the owner and/or his RV to other RV's and Eastridge II Association property within the compound.

5. In such event of damage, the owner causing the damage shall promptly notify the management of such damage. Failure to do so will be grounds for immediate loss of RV storage privileges and removal of the RV.

6. Should another RV owner witness such damage caused by an RV owner, they shall promptly notify the management.

7. The compound gate is secured by lock and chain. It is especially vulnerable to unauthorized entrance and theft if left unsecured and unobserved. RV owners shall not share or divulge the combination of the lock to anyone. The compound gate shall not be left open unless an owner is physically present and observant.

DISPOSITION OF DELINQUENT RV'S WITHIN THE RV COMPOUND:

1. Compliance of the rules and requirements set forth herein are the responsibility of the RV owner.

2. Failure to obey the rules shall result in the loss of RV parking privileges.

3. In the event of delinquency or failure to obey, the association will make reasonable attempts to contact the RV owner to remove their RV using the information noted in the on-file application as well as other means over a period of 30 days. Failing such attempts, the RV may be removed by a qualified towing

agency at the owner's expense. The address and location of the towing agency used can be obtained from the management offices.