

EASTRIDGE III

HOUSE RULES

May 2009

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**EASTRIDGE III TOWNHOME OWNERS ASSOCIATION, INC.
HOUSE RULES**

The Declarations of Covenants, Conditions, and Restrictions of Eastridge III, A Planned Unit Development, under Article VII, Section 16 provides for the association "In order to assure the peaceful and orderly use and enjoyment of the properties" to "adopt, modify, and revoke in whole, or in part, by a simple majority vote such reasonable rules and regulations to be called House Rules, as it may deem necessary to govern the conduct of the persons on and appearance of the project..."

1. EXTERIOR BUILDING MODIFICATION REQUIREMENTS

Any changes, additions or modifications not expressly covered in the House Rules that an owner wishes to make must be submitted in writing to a member of the Board of Directors or the managing company or its representative with a drawing of the proposed changes. Every attempt will be made to answer the request within 15 days of the submission by the owner. The Board will be required to submit a written response to the request within 30 days.

All storm doors, gutters, downspouts and front porch coverings must match the exterior trim color.

2. AREA PLANTING

The strip of soil between the walkways and individual townhouses or garages may be planted as desired by owners provided every effort is made to do a tasteful display of plant materials. Should owners wish to plant this area, it becomes their responsibility to maintain. The landscape contractor will not take care of the plants. Plastic flowers or plants are not permitted.

3. FLOWER BASKETS/PLANTER BOXES/POTS

Owners or tenants are authorized to install hanging flower baskets on the exterior of homes and must maintain these. Baskets must be removed when foliage dies at the end of summer. Any hanging baskets not removed by September 30th will be disposed of by grounds maintenance. No attempt will be made to return planters to the homeowner. Cedar, redwood or similar woods may be used to construct planter boxes for the front decks. Flower containers can also be of ceramic, plastic, or earth tone pottery as long as they blend with the exterior décor of the building. All containers must be in good repair.

4. TENNIS COURT

Use of the tennis court is limited to owners or tenants and their guests. A key may be obtained from the managing agent for a small fee. Users are responsible to keep the area clean and secure.

5. PETS

All Municipal rules concerning pets apply at Eastridge. Dogs and cats must be on a leash when in common areas, and all feces removed for sanitary disposal at once. The area at the end of East 20th Street comes under Municipal rules which should be adhered to at all times.

6. MODIFICATIONS OR ADDITIONS TO COMMON AREAS

Under no circumstances shall structures, additions, buildings, fences or other items be placed in any common areas or the spaces between the buildings.

7. MAIL BOXES AND ADDRESS SIGNS

The responsibility and expense of maintaining the mail boxes and address signs is the responsibility of the owner. The type and location of these will remain standard as installed by the developer unless the Board of Directors changes the overall design. Any such design changes shall be funded by the association.

8. WINDOWS AND PATIO DOOR COVERINGS

Only customary curtains, draperies, blinds or shades may be used as window coverings. No newspapers, foil, sheets, blankets or the like may be used as permanent window coverings, except for the first three month period of occupancy of a unit, thus allowing time to purchase appropriate window coverings.

9. FLAGS

Installation of a flag holder on the exterior of the building is permitted.

10. GARBAGE

Garbage is not to be put out for pickup any earlier than 4:00 p.m. the day before scheduled pickup and cans must be removed from the streets by 7:00 p.m. the day of the pickup.

11. SIGNS

No signs, posters, displays or other advertising devices shall be erected or shown from the lot or town home without prior approval from the Board. Exceptions are "For Sale" or "For Rent" signs whose placement shall not obstruct the sidewalk.

12. VEHICLES

No inoperable vehicles shall be kept on the exterior of the properties. As prohibited by the covenants, no vehicle repair work may be done in the driveway. Vehicles may not be stored on the driveway. Storage constitutes any vehicle not moved within 30 days.

Flatbed trucks, step vans or other commercial vehicles shall not be parked or stored on any lot, or the street. They may be parked in the homeowners garage. All owners are encouraged to keep their automobiles in their garages.

No vehicle shall be permitted to be parked in the street other than guest parking and no longer than 24 hours. Under two municipal ordinances covering cul-de-sacs: "Anchorage Municipal code 9.30.030D and Anchorage Municipal code 9.30.040" - vehicles cannot park in areas contrary to the indicated or conventional parking usage, or within ten feet of the center of the road.

13. SNOW REMOVAL

To allow for proper snow removal, vehicles in the street shall be moved promptly after a snowfall. Homeowners are encouraged to move their vehicles from their driveway to allow for proper snow removal.

14. RV LOT

The RV lot is intended for the storage of recreational vehicles belonging to the residents of Eastridge III. In order to maintain the aesthetic value of the neighborhood, recreational vehicles are required to be stored in the RV lot.

Under no circumstances shall property which does not belong to a resident be stored in the RV lot. Under no circumstances shall commercial vehicles be stored in the RV lot. Only the following RV's will be permitted in the lot: motor homes, fifth-wheels campers, boats, kayaks, canoes, motorcycles, 3-wheelers, 4-wheelers, ATV's, and snowmobiles and trailers. RV's must be in working condition. When space is available, the board may permit storage of non-RV's.

15. APPLYING FOR A PARKING SLOT

Written application for parking items in the RV Lot must be made to the management company. Any item placed in the RV lot shall be registered with the managing agent within three working days.

The management company will issue a slot number on a card. This card shall be displayed on the vehicle. In the event that there is a shortage of space in the RV lot, the Board of Directors shall have the right to exclude any otherwise permitted item on the basis of size. Acceptance and placement of the vehicles will be at the discretion of the Board of Directors.

Space within the Recreational Vehicle Lot shall be restricted to one vehicle per homeowner or tenant on a space available basis. Only vehicles personally owned by the homeowner or tenant are allowed. A space in the RV lot can be used only for the approved vehicle.

If there is space available in the RV lot, non-RV items may be stored in the RV lot upon approval of the Board of Directors and registration with the management agent. If a homeowner or tenant requests space within the RV lot that is being used by a non-RV item then the non-RV item must be removed promptly.

The Board of Directors shall have the right to inventory periodically the contents of the RV lot and to dispose of any items found in the RV lot which are not permitted and/or registered with the managing agent. All such disposals shall be at the sole expense and risk of the owner.

Any damage caused to the RV lot or the fence surrounding it shall be immediately reported to the managing agent who shall repair it at the expense of the person responsible for the damage.

There shall be no parking permitted in the driveway of the RV lot at any time.

16. PARKING OF RV's Outside The RV Lot

RV's may be parked in the driveway or street for the purposes of loading and unloading but not for more than a total of 24 hours in a seven day period. No recreation vehicle shall be used as living quarters while parked in driveways or stored in the Recreational Vehicle Storage Lot.

17. NOISE

Municipal "Quiet Hours" (10:00 PM – 7:00 AM) will be adhered to.

Stereos, radios, and voices should be kept at a minimum level during summer months due to open windows.

Vehicles shall be maintained to keep noise at reasonable levels. This includes, but is not limited to mufflers, stereos, and radios.

No organized games shall be played in the streets or cul-de-sac.

18. HOLIDAY DECORATIONS

All exterior holiday decorations and all holiday decoration in windows which are visible from outside shall be displayed no more than four weeks before nor three weeks after the respective holiday.

Unadorned greenery displays are permitted throughout the winter season. These displays must be removed by March 15.

Residents participating in the "City of Lights" program will conform to the beginning time, and have within two weeks of the ending time for the "City of Lights" program to remove their lights.

19. OUTSIDE LIGHTING

Any portion of an outside lighting fixture, which is damaged or missing, is the responsibility of the homeowner and shall be replaced within 14 days. Burned out or missing light bulbs shall be replaced within 14 days. White light bulbs must be used in the fixtures which are located in the front of your home, however colored seasonal lights may be displayed on the sides and back of your home.

20. STORAGE OF PERSONAL PROPERTY

Personal property shall not be stored in the driveways or any other outside areas for any period in excess of 24 hours. Vehicles otherwise permitted by the House Rules are excepted.

Lawn furniture is not permitted on the roofs or in the common areas on a permanent basis.

As used herein, "personal property" includes, but is not limited to, the following: tires, other motor vehicle parts, construction materials, trash, refuse, garbage, toys, discarded Christmas trees, discarded appliances, ladders, bicycles, tricycles, snow shovels, buckets, gardening tools, boots, sandbags, fire wood, animal horns, etc. Nothing can protrude above the fence with the exception of bird feeders, and bird houses. Another exception, are items such as umbrella tables which can be used in the summer, but the umbrella must be taken down through the winter months.

The following items will generally be permitted: decorative items such as planters, and garden hoses. However, the Board of Directors shall have the right to determine that a generally permitted item shall not be permitted if the Board determines that such item degrades the aesthetic value of the neighborhood.

21. HOMEOWNER DUES

Homeowner dues are due on the first of each month and delinquent at the end of each month.

22. VIOLATIONS OF HOUSE RULES

Homeowners are responsible for their individual actions along with the actions of their family, guests, tenants, and pets. Noted violations of Eastridge III house rules will result in fines or actions.

a. Housing Modifications: If a homeowner makes exterior changes/modifications without board approval, the board will send a notice of violation letter. The homeowner shall then submit a request for approval of the exterior modification. If the request is denied by the board, the property must be restored to its original condition at the owner's expense. If the homeowner fails to submit a request for approval of the exterior modification, the property must be restored to its original condition at the owner's expense.

b. Parking: Illegal parking or parking in violation of Eastridge III parking house rules will result in the assessment of fines and possible towing of the offending vehicle.

1. An attempted phone call to the unit owner from the managing agent will be the first notice of parking concerns.

2. If parking violations continue, the home owner will be assessed a fine. A letter of violation will be sent by the management agency noting the violation and the amount of the fine. If the vehicle continues to be in violation, the amount of the fines will be increased.

3. A request will be made to the municipality to have vehicles towed at the owner's expense for repeated violation of the parking rules.

c. RV Parking: A violation of the 24 hour limit on parking RV's incurs a fine for each 24 hour period.

d. Delinquent Dues: Accounts that are not paid within 60 days of the billing date will be assessed a late charge of \$20.00. Each succeeding month will incur a \$20.00 fine. After six months of non-payments, a lien will be placed against the property. The account will also be turned over to a collection agency or an attorney for collection. The collection cost will be passed on to the homeowner.

e. Violations Of An Ongoing Nature: Violations which are ongoing and which require restorative or corrective attention will receive fines accruing on a daily basis (e.g. improper storage of personal items in a common area such as grounds areas, on fences, driveways etc.).

1. First Violation: An attempted phone call to the unit owner, followed by a written warning notice to the owner, allowing a period of time specified by the board for correction of the violation (generally three to seven days depending on the circumstances).

2. Failure to Correct: If the violation is not corrected within the time period which is stated in the written warning notice, a daily fine of \$25.00 will be assessed until the violation has been corrected.

f. Violations of a Repetitive Nature: Violations of a single house rule that repetitively occur with in a rolling six month time period, will receive fines determined by the occurrence (e.g. pet complaints, garbage cans left out, loud noise disturbances etc.). See schedule below.

1. First Violation: An attempted phone call to the unit owner, followed by a written warning notice to the owner advising of the violation and informing that the next violation of the same house rule will result in a \$25.00 fine per day.

2. Second Violation: A \$25.00 fine will be assessed and notification that the next violation of the same house rule will result in a \$50.00 fine per day.

3. Third Violation: A \$50.00 fine will be assessed and notification that the next violation of the same house rule will result in a \$75.00 fine per day..

4. Fourth and Subsequent Violations: Continued violations of the same house rule in the six month period will result in a \$100.00 fine per day.

23. EXTENSION OF TIME TO REMEDY VIOLATIONS

An owner or tenant may request an extension of time to remedy a violation. Such request must be submitted to the management agency prior to the expiration of the time period given to remedy the situation.

24. REQUEST TO MEET WITH BOARD

A request to meet with the board must be made within the timeframe established for remedying the violation. This request must be made to the management agency. The meeting with the board shall be held at a location determined by the board and no less than five days or more than 15 days after the date the request to meet is received.

25. RESOLUTIONS

Resolution of disputes of these rules shall be by majority vote of the board.

EASTRIDGE III OWNERS ASSOCIATION, INC.
BOARD RESOLUTION NO. 14.1

ROOF REPAIR/REPLACEMENT

WHEREAS, Article IX, of the Declaration provides that "The Association shall provide for the periodic maintenance, repair and replacement of roofs..." AND

FURTHER, in the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject. AND

WHEREAS, the cause of any roof problem is necessary to determine responsibility.

THEREFORE BE IT RESOLVED that the Board continue its precedent and procedure as follows:

1. The Association has set life expectancies for roofs as determined by assessment through a qualified contractor or engineer. The frequency of inspections should not be greater than 5 years apart and 2 years prior to the expiration of the roofs' last estimated useful life. Repairs by the Association will commence upon approval from the Board of Directors.
2. Removal of snow and other such routine maintenance is to be completed by the owner, at the owner's expense, and of their liability. Damage caused as a result of improper maintenance shall be repaired at the cost of that owner. Owners are encouraged to use licensed, bonded and insured contractors for such upkeep.
3. Periodic moss removal will be completed by the Association as approved by the Board of Directors in consultation from a qualified contractor.
4. A request by a homeowner for the Association to complete roofing repairs will be considered by the Board upon receipt from the unit owner of their written request accompanied by a statement by a licensed, bonded and insured roofing contractor, verifying that the roof is in need of repairs due to normal wear and age and without underlying caused. The Board of Directors shall have sole discretion in such decisions.

This resolution is adopted by the Board of Directors on January 7, 2014.

BY:

Bernita Hamilton

PRESIDENT

ATTEST:

Larry Menbers

SECRETARY

EASTRIDGE III OWNERS ASSOCIATION, INC.
BOARD RESOLUTION No. 98-01
(Roof Repair/Replacement)

WHEREAS, Article IX, of the Declaration provides that "The Association shall provide for the periodic maintenance, repair and replacement of roofs,.. " AND

FURTHER, in the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject. AND

WHEREAS, Legal opinions further explain and clarify this provision. AND

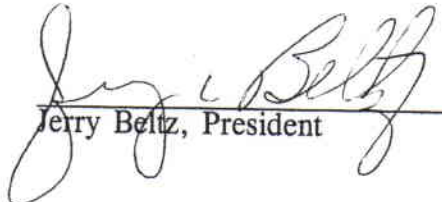
WHEREAS, the cause of any roof problem is necessary to determine responsibility.

THEREFORE BE IT RESOLVED that the Board continue it's precedent and procedure as follows:

1. As soon as a roof problem becomes apparent or a complaint is submitted to the Board, the managing agent is instructed to call a reputable roofing contractor (preferably one who is familiar with this project) and request an assessment of the problem to determine the cause and extent of damage.
2. If the problem is deemed to be caused by faulty construction, the homeowner is responsible.
3. If the Owner or someone enlisted by the Owner did anything to the roof (shoveling snow or installing an antenna, etc.) and disturbed or damaged the roof in any way, the homeowner is responsible for the repair.
4. If the problem and/or damage is missing shingles, or similar problem, and it is determined the wind blew them off, the owner should submit a claim to their insurance carrier. This would include winter ice damage/leaks.
5. If the problem is deemed to be simple wear from age and normal deterioration, the Association is responsible for repair or replacement.

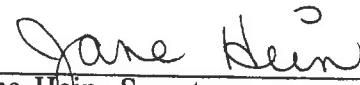
NOTE: Because of the age of the roofs in this project, all owners are encouraged to watch for any signs of deterioration, and to report same to the managing agent.

Dated this 16th day of March, 1998.



Jerry Beltz, President

ATTEST:




Jane Hein, Secretary

BOARD RESOLUTION NO. 95-01


WHEREAS the Declaration of Covenants, Conditions and Restrictions of Eastridge III provide that "No building, structure, or thing shall be erected, altered, placed or permitted to remain on the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and/or specifications, showing the nature, kind, height, materials and location of same shall have been submitted to, and approved in writing by the Board of Directors of the Association as to quality or workmanship and materials, harmony of exterior design with existing buildings and structures, and as to location with respect to topography and finished grade elevation." and

WHEREAS the membership desires to be informed of any requests for architectural modifications or additions in order to comment on said requests prior to the Board's or Architectural Control Committee decision.

THEREFORE be it resolved that the Board of Directors shall, within five (5) days of receipt of a written request for Architectural Control by either the Board of Directors or managing agent, cause the managing agent to send out a notice to all owners notifying them of the Architectural request. The notice shall state the time, date and location of the meeting at which the request will be considered allowing owners to comment on the request prior to or at said meeting.


President


ATTEST:


Secretary


BOARD RESOLUTION NO. 93-01

WHEREAS the Association desires to keep the membership informed of major expenditures of the Association's funds without hindering the board's ability to expend funds for the routine operation, maintenance and upkeep of the Association's property.

THEREFORE, BE IT RESOLVED that the board of directors shall publish in the newsletter, prior to the meeting in which they will be discussed, the agenda items that will cause an expenditure of Association funds in excess of \$ 2,500.00 for items or services that are not of a recurring nature consistent with the operation and maintenance of the Association's property.



President



Secretary