

# **CAMPBELL GREEN CONDOMINIUM ASSOCIATION, INC.**

## **House Rules** Proposed March 28, 2016

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(Adopted by the Board of Directors and revised Jan 2005, Sep 2009, Apr 2011, Oct 2015, Apr 2016, Oct 2017)

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**INTRODUCTION**

The Board of Directors has adopted the following House rules for Campbell Green Condominium Association, Inc., under the authority of Section 10.14 of the Declaration of Horizontal Property Regime and Covenants, Conditions, Restrictions and Reservations for Campbell Green Condominium, A Condominium, as recorded in Book 1416, page 0891, in the Anchorage Recording District in the Third Judicial District of the State of Alaska. These rules do not reflect the full content of the Articles of Incorporation, Declarations, Conditions, Covenants, Restrictions, Bylaws, or the Minutes of the Homeowners Association, but rather clarify and explain critical points, including presenting in writing what has come to be common practices of the Association. All present and future homeowners, residents, occupants and visitors are required to abide by these rules. Any person who purchases, leases, rents or occupies any unit thereby agrees to abide by the Covenants, Conditions, Restrictions and Reservations, which incorporate the Bylaws and these House Rules. Failure to comply with these rules may result in fines, penalties, or legal action.

The Campbell Green Condominium Association, as indicated by need, may adopt additional House Rules or amend these rules as required.

If you have any questions regarding Campbell Green Condominium Association, Inc., Please contact the Management Company; owners may also refer to their **Resale Certificate** received prior to the closing of your home purchase.

### DEFINITIONS

“Unit” means the real property consisting of one single-family residential condominium within the Campbell Green Association.

“Owner” means the person(s) who holds title to a Unit.

“Occupant” means an Owner, tenant, or other person(s) then residing in a Unit.

“Common Elements” means the remainder of the real and personal property, owned by and within the Association’s property boundary, not owned by an Owner as a Unit, and not defined as a Limited Common Element under the Declaration.

“Association” means the Campbell Green Condominium Association, Inc..

“Declaration” is the Declaration of Horizontal Property Regime and Covenants, Conditions, Restrictions and Reservations for the Campbell Green Condominium, A Condominium, recorded in Book 1416, page 0891, in the Anchorage Recording District in the Third Judicial District, State of Alaska, and its amendments.

“Executive Board” means the elected governing body of the Association.

“Property” means all real property within the boundaries of the Association,

including Units and Common Elements.

“Management Company” means the person (real or corporate) contracted by the Executive Board for the routine daily operations of the Association.

“Notice and Hearing” means a writing, either delivered in person to an Owner and/or Occupant or sent through the United States Mail, giving Notice that the Executive Board is considering taking an action against an Owner or a Unit, and providing a specific time, date, and location when the Executive Board will be deliberating on the action, and giving the affected person an opportunity to be heard at such meeting.

## **ARTICLE I – Use of Units Affecting the Common Elements**

**Section 1.1 – Occupancy Restrictions.** Units are limited to occupancy by single families, and garages are limited to occupancy for the storage of vehicles and accessory storage, both as defined in the Declaration.

**Section 1.2 – No Commercial Use.** No industry, business, trade, or commercial activities (other than home professional pursuits without employees), frequent public visits, nonresidential storage, unreasonable levels of mail or shipping, or other use of a Unit, shall be conducted, maintained, or permitted on any part of the Common Elements or any Unit; nor shall any Unit be rented for transient, hostel, hotel, or motel purposes.

**Section 1.3 – Electrical Devices.** No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board. 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 Owner whose Unit caused such damage.

**Section 1.4 – Trash.** No storage of trash will be permitted outside any Unit in such manner as to permit the spread of fire or encouragement of vermin.

**Section 1.5 – Displays visible from outside of Units.** Occupants shall not use anything other than conventional window coverings of neutral colors that are observable from the outside of the Units. Holiday decorations may be hung or displayed outside of a Unit in a non-intrusive way but must be removed within 45 days after being put up. Floral displays must be attractive and not excessive or intrusive.

**Section 1.6 – Painting Exteriors.** Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building. Owners may seal the horizontal portions of their Unit’s deck without Executive Board approval. An owner who seals the Unit’s deck shall be responsible for maintaining the sealed finish. A homeowner may paint the deck back to the approved color at any time without Executive Board approval, at which point the deck finish shall be maintained by the Association.

**Section 1.7 – Cleanliness.** Each Owner and/or Occupant 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.

## ARTICLE II – Use of Common Elements

**Section 2.1 – Obstruction.** There shall be no obstruction of the Common Elements, nor shall anything be stored outside the Units without prior consent of the Executive Board except as hereinafter expressly provided. Obstruction means anything that creates an unsafe or unhealthy situation or has a negative visual impact.

**Section 2.2 – Garbage.** No garbage cans or trash barrels shall be placed outside the Units except between 6 pm of the day before trash collection and 8 pm of the day of trash collection. No accumulation of rubbish, debris or unsightly objects shall be permitted in the Common Elements.

**Section 2.3 – Storage.** No storage of materials in the Common Elements without prior approval of the Executive Board. If approved, the storage shall be at the risk of the person storing the materials.

**Section 2.4 – Proper Use.** Common Elements should 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 – Trucks and Commercial Vehicles.** Commercial or company cars or trucks may be parked in a Unit's associated driveway provided that the vehicle could be parking in the garage. Large commercial vehicles may not be parked in driveways.

**Section 2.6 – 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 a committee established by the Executive Board having jurisdiction over such matters, except as otherwise described in Section 10-4.

**Section 2.7 – Outdoor Displays.** No clothes, sheets, blankets, or laundry may be hung out of any building or exposed or placed such that it is visible. Holiday decorations may be placed on doors and around trim, complying with Section 1.5. Limited non-seasonal decorations may be placed within entrance areas and/or as described in article 10.4. Nothing else may be placed on the outside walls, doors, buildings, or on trees, and no advertisements, signs, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window. Basketball hoops or fixed sports apparatus shall not be

attached to any residence. Each Unit may display a United States flag of reasonable size and location at the discretion of the Occupant, following appropriate and customary flag protocol.

### **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 Owners or Occupants. No Owner or Occupant shall make or permit any disturbing noises by an Occupant, servants, employees, agents, visitors, guests, and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Owners or Occupants. No Owner or Occupant shall play, or allowed to be played, any musical instrument that shall cause unreasonable disturbances to other Owners or Occupants.

No Unit Owner or occupant shall play or allow to be played any electronic or manual devices including but not limited to television, radio, CD or DVD player that shall cause unseasonable disturbance to other Owners or Occupants.

Quiet hours are 10 PM – 7 AM.

**Section 3.2 – Compliance with the Law.** No immoral, improper, offensive or unlawful use may be made of the Property and Owners/Occupants 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 Owner of a violating Unit shall hold the Association and other Owners harmless from all fines, penalties, costs and prosecutions for the violations thereof or noncompliance therewith.

**Section 3.3 – Pets.** No animals, livestock, reptiles, or poultry shall be raised, bred, or kept on the Property or brought on the Common Elements. No more than a total of two household pets may be kept in a Unit including but not limited to dogs, cats, and birds. Pets may not be kept, bred or maintained for any commercial purposes. All pets must comply with municipal ordinances, including registration as required.

A. In no event shall any dog or cat be permitted outside a Unit or enclosed yard unless carried on a leash at all times and controlled by its handler so as not to cause a nuisance to residents by noise, odor, or threat.

B. All animal waste shall be disposed of promptly whether the owner is present at the time or not; Owners whose Occupants allow animals to run freely shall be subject to fines for leash laws and waste ordinance violations.

C. Animals kept in a yard shall be maintained in such a manner as to not cause a nuisance to others by noise, odor, etc.

D. Animals shall not be left outside during the Occupant's absence, nor shall animals be permitted to sleep outdoors at night (10:00 pm to 7:00 am).

E. The Owner and Occupant shall hold the Association harmless from any claim resulting from the action of his or her pet, and indemnify the Association for the same.

**Section 3.4 – Indemnification for Action of Others.** Owners shall hold the Association and other Owners and Occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees, and shall indemnify the Association for any claims brought by or related to actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

**Section 3.5 – Employees of Property Management Company.** An Owner shall not send any employee of the Management Company out of the Property on any private business of the Owner, nor shall any employee be used for the individual benefit of the Owner, unless in the pursuit of the mutual benefit of the Association, 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 clothes dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods and range vents shall 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 in clean, good order and repair by the Owner.

## ARTICLE V – 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 written consent of the Executive Board. No 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.** Owners and Occupants shall comply with the rules and regulations of the Municipality of Anchorage fire code and with the rules and regulations contained in any fire and liability insurance policy on the Property. No combustible items shall be used within 10 (ten) feet of any unit including but not limited to barbeque grills and smokers that use an open flame such as propane, charcoal or wood. One carbon monoxide detector is required by law to be installed on each floor of each unit.

**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 Management Company and/or the Executive Board by any



person having knowledge thereof.

### **ARTICLE V – Rubbish Removal**

**Section 5.1 – Deposit of Rubbish.** Trash pickup will be from the street/court in front of each Unit. Occupants will be responsible for removal of trash from their Units to the street/court between 6 PM the day before pickup to 8 PM the day of pickup. Long-term storage of rubbish in the Units is forbidden.

### **ARTICLE VI – Motor Vehicles**

**Section 6.1 – Compliance with the Law.** All persons will comply with Alaska laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives, and Property of the Association.

**Section 6.2 – Speed Limit.** The speed limit is 15 miles per hour within the Property.

**Section 6.3 – Snowmobiles, Off Road and Unlicensed or Immobile Vehicles.** Snowmobiles, off road vehicles including trail bikes, ATVs, and other four wheel drives not used in maintenance are prohibited from operating on the Common Elements, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on any paved portion of the Property; or unless otherwise approved by the Executive Board. Except for motor assisted bicycles and wheel chairs as permitted by state law, all highway vehicles and trailers used or parked in the Common Elements (including the RV storage lot) must be currently licensed, display current registration tabs, properly equipped, and in operating condition for safe travel on the public highways. Except for temporary repairs not involving immobility in excess of 72 hours, vehicles will not be disassembled, repaired, rebuilt, or constructed outside of garages.

**Section 6.4 – No Parking Areas.** Vehicles may not be parked in such a manner as to block access to garages, carports, mail boxes, and fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passages by vehicles on roads, drives and courts. Vehicles in violation will be towed after reasonable efforts to contact the vehicle owner/driver and/or the appropriately associated Owner or Occupant. All requests for the towing of vehicles must be approved by the Management Company or a member of the Executive Board. Vehicle owners are responsible for all towing fees and charges. In addition, a \$25.00 per day fine may be levied against the 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.

Vehicles shall remain on driven surfaces at all times. Parking on Common Element lawns, sidewalks or other non-paved areas (other than the RV Storage Lot), is prohibited and may result in fines and towing as outlined above.

**Section 6.6 – Guest Parking.** Only visitors and guests may park in those areas designated as “Guest Parking.” Any Owner’s or Occupant’s vehicle found parked in “Guest Parking” is subject to Notice and Hearing and/or towing at the vehicle owner’s expense.

**Section 6.7 – Recreational Vehicle Storage Lot.** The Association is equipped with a storage lot (“Storage Lot”) designated for recreational vehicles (“RVs”). There are 88 Units within the Association, but there are not 88 parking spaces in the Storage Lot. Further, the spaces are not of uniform size or accessibility. The Unit requesting a space must be current in all Association dues, assessments, and fines. Storage Lot numbered parking spaces will be assigned and allocated on a “first come, first served” basis, coordinated and assigned through the Management Company as overseen by the Executive Board. There will be one numbered space allocated to each Unit requesting an Storage Lot parking space, subject to availability and the rules described herein. An Owner or Occupant may park the following, in order of priority, in their allocated space:

1. Motor homes, motor coaches, travel trailers, pop-up campers, slide-in campers (with or without an accompanying pickup), and similar RVs originally designed for, and still seasonally used for, temporary living and sleeping quarters when away from home. This is defined as an RV equipped by the manufacturer with a bed and at least two of the following integrated features: secondary bed, sink, shower, toilet, refrigerator, range, oven, food preparation area, electrical connection for 110v A/C power, mechanical or electrical HVAC system.
2. Recreational boats on trailers, snowmachines (either on the ground or on or in a trailer), ATVs, and other non-highway legal vehicles (either on the ground or on or in a trailer); and commercially manufactured enclosed trailers, whether used for storing an ATV or not.
3. Seasonally used highway legal vehicles, including street motorcycles, and “sunny day” vehicles or show cars.
4. Flatbed trailers not regularly occupied by a non-highway legal vehicle/ATV/snowmachine.
5. Home-built trailers, and vehicles or trailers modified for use as RVs such they have have a bed and at least two of the following permanently installed: secondary bed, sink, shower, toilet, refrigerator, range, oven, food preparation area, electrical connection for 110v A/C power, mechanical or electrical HVAC system.
6. Other home-built trailers such as trash wagons and converted pickup beds.

An Owner or Occupant may request a secondary Storage Lot space once each Unit first has an opportunity to secure a space. Secondary spaces may be requested for any of the above listed uses, but may also be used for the following, if the originally assigned space was not large enough to accommodate:

- Parking a tow vehicle used exclusively for towing an RV.
- Parking a small vehicle used exclusively when a motor home tows it to a destination campsite.

Secondary spaces shall be stricken in the reverse order of allocation in favor of the primary uses when an additional Owner or Occupant seeks a first primary space.

Anything occupying space in the Storage Lot must be currently licensed/registered as required by state and local law: highway legal vehicles and trailers must display Alaska license plates and current registration tabs, while boats, ATVs, and snowmachines must be registered with the state as required. Anything occupying space in the Storage Lot must be kept in good repair, and must be mechanically and structurally sound, with the ability to be moved on reasonably short notice. Major exterior components such as doors, windows, and tires may not be missing, removed, or damaged.

Everything in the Storage Lot must be currently licensed (as appropriate) and owned by an Association resident. In no case will objects owned by non-residents be allowed in the RV Lot.

Owners or Occupants with an allocated space may only use that allocated space, and under no circumstances may an object be moved from one space to another space (even though the other space may be then vacant) at the discretion of the person moving. An Owner who returns to his or her allocated space and finds it occupied by another object may contact the Management Company or an Executive Board member and have the offending object towed immediately at the expense of the offending object's owner.

No commercial vehicles, boats, trailers, RVs, snowmachines/ATVs, etc., will be allowed, unless the following circumstances are met:

1. Space is requested and available after all primary and secondary spaces have been requested above and fulfilled.
2. The object must be registered to a resident of the Association.
3. No heavy equipment is allowed.
4. The Executive Board will review and approve or reject each request. The Executive Board has the sole discretion to determine whether the stored object is commercial. The Executive Board's decision is final.
5. Each Unit approved to store a commercial object will be charged \$50.00 per month as a rental fee for each small space occupied. In the event that a large space is occupied, the rental fee shall be \$100 per month. If the rental fee is not received by the 10<sup>th</sup> day of the month, the commercial object will be subject to towing without warning at the owner's expense.
6. If Storage Lot primary and secondary requests exceed capacity, commercial vehicles will be required to vacate their space upon notice from the Management Company or the Executive Board in reverse order assigned.

No other loose items will be allowed to be stored in the Storage Lot unless inside a vehicle/trailer or otherwise secured to a vehicle or trailer's exterior. Loose items include tires, pallets (unless actually serving a specific useful purpose for the object being stored), spools, firewood, topsoil, pickup bed toppers, nets, tarps, crab pots,

storage boxes, trash cans, roof racks, boats without trailers, other seasonally used equipment, etc. Any items deemed questionable must be removed when so requested by the Executive Board.

Unlicensed vehicles/trailers are not allowed in the Storage Lot. A Unit storing an unlicensed vehicle/trailer will be notified to license the object by the Executive Board. If the offending vehicle/trailer is not licensed within 15 days, it will be towed by the Association's towing contractor at the vehicle owner's expense.

Violations of this rule are subject to a fine of \$50 per month, and/or removal of the objects at the Owner's expense.

**Section 6.8 – Overflow Parking.** Two overflow parking areas are designated for Occupants who have more vehicles than can be parked at the Unit's associated garage and driveway. Extra vehicles may be parked in the "Guest Parking" area west of the tennis court or in the north end of "Guest Parking" area behind units 6670-6676. Overflow parking is for Occupant vehicles that are used on a regular basis, and must display the Association-provided parking tag from the rearview mirror. It is not a storage area for extra vehicles. Vehicles observed as being stored there will be towed at the vehicle owner's expense.

#### **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. Such writing may be in the form of minutes from a regular meeting of the Executive Board.

**Section 7.2 – Complaint.** Any formal complaint regarding the management of the Property or regarding actions of other Owners shall be made in writing to the Executive Board or an appropriate committee.

**Section 7.3 – Information Sheet.** An information sheet containing pertinent data about the Owner and Occupant of each unit will be included in both notices and the annual meeting. The information sheet must be completed on or before the annual meeting. The data will be used in confidence and will contain emergency contact telephone numbers and current vehicle information as well as other information required for health and safety of all residents.

#### **ARTICLE VIII – General Recreation Rules**

**Section 8.1 – Limited to Occupants and Guests.** Passive recreational facilities, open space and woodland within the Common Elements are limited to the use of Owners, Occupants, and invited guests. All facilities 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 behavior, which unreasonably interferes with the permitted use of the facilities by others, is prohibited.

**Section 8.3 – Children.** Parents/Guardians will direct and control the activities of their children in order to require them to conform to regulations. Parents/Guardians will be responsible for violations, or damage caused by their children whether the parents/guardians are present or not.

**Section 8.4 – Ejection for Violation.** Owners, Occupants, and guests may be summarily ejected from a recreational facility by the Management Company or an Executive Board member in the event of violation of these regulations within a facility, and suspended from the use until the time for Notice and Hearing concerning such violation and, thereafter suspended for the period established following such hearing.

**Section 8.5 – Proper Use.** Recreational facilities will be used for the purposes for which they were designed. Picnic areas, equipment, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed to be followed, and where appropriate, customary safety equipment will be worn and used.

## ARTICLE IX – Fines and Penalties

**Section 9.1 – Violations.** All violations shall be reported to the Management Company during working hours, or to a member of the Executive Board after hours. A Notice of Violation letter will be sent or given to the unit owner within 5 days of each occurrence. If not corrected within 10 days, a fine will be levied.

**Section 9.2 – Parking.** Vehicles parked in violation of the rules, and not removed within 24 hours after notification, will be towed at the vehicle owner's expense. Additionally, the Association will levy a \$25.00 fine on the associated Unit. Vehicles not registered with the Management Company and parked so as to obstruct traffic may be towed without notification.

**Section 9.4 – Late Payment of Monthly Dues and Assessments.** Dues and Assessments are due on the first of each month. If not received by the 25<sup>th</sup> of the same month, a \$15.00 late fee will be charged. If dues become more than 90 days in arrears, the total annual dues amount will be called due and the account will be referred to an attorney for litigation at the unit owners' expense. This includes naming the Owner and the Owner's lender (if any) as defendants in an action to foreclose the Association's super-priority lien as established in Alaska Statute, which action can result in the Owner's losing title to the Unit, along with forcible ejection from the Unit.

**Section 9.5 – NSF Checks.** Unit owner will be responsible for all fees charged

to the Association by the bank and/or property manager for handling a NSF check.

**Section 9.6 – Failure to File Information Sheet.** Owner and/or Resident Information Sheet are due May 1<sup>st</sup> of each year. If not received by May 25 of that year, \$25.00 per month will be assessed until received by the property manager.

## **ARTICLE X – Maintenance and Repairs**

**Section 10.1 – HOA Responsibilities.** The Association is responsible for all maintenance and repairs of building structures, building exterior, and premises including but not limited to:

1. asphalt driveways & parking lots
2. common exterior lighting
3. common flower beds
4. concrete sidewalks
5. crawl spaces & sump pumps
6. entry steps
7. exterior paint
8. fences
9. fire & security monitoring
10. foundations
11. landscaping excluding owner maintained flowerbeds
12. lawn maintenance
13. original attached decks
14. roofs
15. snow removal
16. dryer vents
17. gutters

**Section 10.2 – HOA Maintenance or Repairs.** When repairs are needed, the Owner should notify the Management Company, who will assess the repair based on severity, safety, and funding. If a repair is necessary, it will be scheduled with the appropriate contractor. Major projects, i.e. roofs, painting, asphalt, etc., require approval by the Executive Board.

**Section 10.3 – Home Owner Responsibilities.** The Owner is responsible for all interior maintenance and repair of their Unit including but not limited to:

1. electrical from the meter forward
2. exterior doors
3. exterior windows
4. exterior Unit porch lights
5. fireplace & flue cleaning
6. floor covering
7. garage doors

8. heating system
9. interior paint
10. interior drywall and/or paneling
11. plumbing fixtures
12. private driveway seal coating
13. security system hardware
14. added insulation

**Section 10.4 – Home Owner Improvements.** The Owner may improve their Unit at their expense provided the improvements do not degrade the integrity of the structure or the Common Elements. Exterior improvements must have the approval of the Executive Board unless otherwise described below. A list of alternative contractors is in the addendum to these rules. Owners with appropriate knowledge may make the improvements themselves, or use a contractor of his or her choice. All appropriate building codes and permitting requirements must be complied with.

Exterior modifications made without Executive Board approval when such approval is required shall result in fines and/or direction to restore the exterior to its original specifications at the expense of the Owner. If the responsible Owner does not correct their modifications as directed in a timely manner, the Association will contract the work and assess the Owner for all expenses, both labor and materials. Fines may also be levied at the discretion of the Executive Board.

**Fences, Generally** – Owners may not change, rebuild, modify, or erected fences of any kind without Executive Board approval. This includes permanent wing fences, new fenced yards, temporary fencing, netting, fences erected for animal control, fences erected to block views, and fences erected to protect plants from animals. Additional permanent fencing is the property of the Association, regardless of whether the fencing was paid for by the Association or the Owner.

**Additional Wing Fences** – From time to time, the Association has needed to add short sections of “wing” fences for traffic control, access purposes, and otherwise. Wing fencing requires Executive Board approval. The wing fences must be consistent with the Association’s other fencing, and accommodate access by grounds keeping lawnmowers. Wing fences between Units must be accessible by grounds keeping lawnmowers without the need to have a gate, unless otherwise specifically approved by the Executive Board. Owners may petition the Executive Board for the installation of additional wing fences. Such petitions should include scale drawings, photographs, and/or sketches. The Executive Board may require the petitioning Owner to pay for the wing fence, if approved.

**Fenced Yard Maintenance** – Owners are responsible for all maintenance within fenced yards including mowing, weed control, and tree trimming. The Owner may add or remove trees, plants, and shrubbery at his or her discretion. Executive Board approval is not required for these activities. Trees and vegetation planted into the ground

become the Association's property. If a tree or vegetation threatens property, dies, or creates a hazard or liability, the Executive Board may take unilateral action to address the issue, including removing the offending tree or vegetation.

**New Fenced Yards** – If a Unit was not originally built with a fenced yard, the Owner may petition the Executive Board to add a fenced yard. The Owner must obtain the written permission of the adjoining Unit or Units, and provide a written scale diagram of the proposed fenced area. The diagram must include notations of buried utilities, if applicable. After receiving a written petition for a new fenced yard, the Executive Board must wait until the next regularly scheduled meeting before approving the yard. The Executive Board may require the petitioning Owner to pay for the new fenced yard, if approved. The Board may unilaterally require or approve construction of a fenced yard for a single Unit for purposes of traffic control, limiting non-resident access, safety, or otherwise, solely at Association expense.

**Ground Level Decks within Fenced Yards** – Units with fenced yards may add free floating decks that partially or completely cover the fenced area. If an original lower level attached deck of a two story unit requires replacement, the Owner may modify or expand the deck. The Association will pay no more than the cost to repair the original deck and the Owner is responsible for the balance. Board approval is not required for an Owner to add or expand on a ground level deck within a fenced yard.

**Ground Level Decks Outside of Fenced Yards** – Owners must seek Executive Board approval to expand or modify a ground level deck outside of a fenced yard. Owners must present photographs, scale drawings or diagrams, and/or sketches for the proposed deck modification. The written drawings or diagrams must include notations of buried utilities, if applicable. Modifications should be designed to maintain consistency with the Association's style, and must meet all applicable building codes. Decks must be designed to accommodate access by grounds keeping lawnmowers, including riding lawnmowers, to adjacent Units. Decks may extend outward 90 degrees away from the Unit. Any lateral deck extensions (toward adjacent Units) must accommodate a push lawnmower between the deck and the line created by extending the party wall outward 90 degrees from the exterior wall; in no circumstances may a deck extend laterally to this party wall line without the written consent of the adjacent Owner, and the design of such a deck must accommodate a future provision for a wing fence or a fenced yard. After receiving a written petition for a deck modification, the Executive Board must wait until the next regularly scheduled meeting before approving a modification. Ground level decks outside of fenced yards built without Executive Board approval, and in existence as of April 16, 2015, are grandfathered and hereby approved. If a modified deck requires future repair, the Association will pay no more than the cost to repair the original deck and the Owner is responsible for the balance.

**Fire Detection and Security System** – Owners are required to have a fire detection system monitored by a central station alarm company approved by the Association. Security monitoring is optional. System monitoring is an Association expense, however, hardware repairs and upgrades are at the Owner's expense. The Owner must provide



emergency contact information to the alarm monitoring company.

**Windows** – Replacement windows must be white vinyl construction and fit the existing wall opening. Executive Board approval is not required unless the replacement window is of a different style than the original construction. A different style includes, but is not limited to, increasing the number of individual glass panes presented to the exterior, and stained glass. The policy is to keep the exterior look of the units generally uniform.

**Garage Doors** – Owners may change their garage doors without Executive Board approval. The exterior of the garage door must be the same style as the original door, and must be the color approved by the Executive Board, which may require the owner to paint the door upon installation. However the R-Value may be upgraded through materials changes.

**Entry Doors** – Upgraded doors must fit the existing opening and be painted to match the building trim and/or color approved by the Executive Board, which may require the owner to paint the door upon installation. New entry doors may have windows. Executive Board approval is not required to replace entry doors.

**Storm Doors** – Any style of storm door may be added provided the color matches the building trim and/or color approved by the Executive Board, which may require the owner to paint the door upon installation. Executive Board approval is not required to replace or add a storm door.

**Deck Doors** – Sliding glass doors may be upgraded, and/or replaced with double or single-style French doors. The exterior of the door must be painted to match the trim of the building and/or color approved by the Executive Board, which may require the owner to paint the door upon installation. Replacement deck doors may have a multiple pane design. Executive Board approval is not required to replace a deck door.

**Flower Beds** – Owners may upgrade the flower beds next to their Unit's driveway. Existing landscaping ties may be replaced with landscaping blocks. The cost of modifying and maintaining common flower beds between Units shall be shared by the joining Units. If an end-Unit owner wants to upgrade an end-Unit flower bed, the Association may pay 50% of the cost. Executive Board approval is not required to improve shared flower beds. Executive Board pre-approval is required to improve end-Unit flower beds if the Owner intends to seek the 50% reimbursement. The Executive Board has the discretion to disallow end unit reimbursement based on budgetary constraints.

**Plants, Trees, and Shrubbery** – Owners and Occupants may install and use flower baskets on the exterior of their Units without Executive Board permission. Flower baskets should be maintained. Any trees or shrubbery permanently planted outside of a flower bed, and outside of a fenced yard, require Executive Board approval. Non-original plants, trees, and shrubbery planted in the Common Elements as of April 16, 2015, is grandfathered. Owners must obtain Executive Board approval to remove

plants, trees, and shrubbery from the Common Elements outside of the flower beds. Owners without fenced yards may create small, neat, storage areas for gardening purposes and/or firewood storage immediately adjacent to their units, with Executive Board approval. Such areas in existence as of April 16, 2015, are hereby grandfathered.

**Exterior Decorations** – Owners and Occupants may install semi-permanent, tasteful, non-offensive, non-political, and non-seasonal artistic decorations within that Unit's immediate porch or deck areas without Executive Board permission. Any decoration in shared areas, including shared flower beds and shared entryways, requires the permission of the adjacent Owner. If any Owner or Occupant complains in writing to the Executive Board regarding any decoration that is visible to the public, that decoration must be removed within 15 days after the Owner is notified in writing by the Executive Board. Decorations that remain in place thereafter shall subject the Owner to a fine of \$2.00 per day.

**Exterior Lighting and Garden Hose Holders** – Each Unit is equipped with one or more porch lights. Although this is an exterior fixture, this fixture is the property of the Owner, and not the responsibility of the Association. Owners may change their own porch light fixtures with a tasteful replacement. Executive Board approval is not required to replace a porch light fixture. Each Unit is equipped with one or more exterior faucets. An Owner may install a tasteful garden hose holder or hose reel adjacent to that Unit's exterior faucet or faucets without Executive Board permission.

**Patio Furniture** – Occupants may purchase and use patio furniture on decks, provided that furniture is designed as outdoor furniture, and the coloration is compatible with the Association's style. Units with flower bed areas improved to accommodate patio furniture may use such furniture with the consent of the adjacent Occupant, unless the flower bed is adjacent to an end unit in which case consent is not required. Occupants with ground level decks may purchase and use appropriate outdoor patio furniture on the ground immediately adjacent to and associated with that Unit, including outside of fenced areas. End Unit Occupants may use patio furniture on grassy areas immediately adjacent to and associated with that Unit. The patio furniture is the personal property of the Owner/Occupant. Any patio furniture which is visible from outside a fenced area must be maintained, and not otherwise present a nuisance based on rips, tears, rust, or mold and mildew. Visible patio furniture which falls into disrepair and presents such a nuisance is subject to a monthly fine of \$25. This paragraph does not authorize any form of enclosable exterior structure such as a cloth gazebo, tent, or tarp-based structure, although tasteful umbrellas are allowed. Executive Board approval is not required for patio furniture.

**Section 10.5 – Television.** Occupants have the choices of normal broadcast television, cable television, Direct Television, or Dish Network. Direct Television and Dish Network antennas and transmission cables to the Unit are provided by MICROCOM or GCI. Cables, control boxes, and wall connectors within the Unit are the responsibility of the Owner.

**ADDENDUM  
ALTERNATIVE CONTRACTORS**

**Alarm System Monitoring**

Guardian Security 344-2212

**Building Emergencies & Maintenance**

Bruce Roberts 229-1094

**Campbell Green Management**

Property Management Services, Inc 562-2929

**Direct Television & Dish Network**

MICROCOM 264-0053