

CONCORD HILLS PLANNED COMMUNITY HOMEOWNERS ASSOCIATION HOUSE RULES

The Executive Board of Directors ("Board") of the Concord Hill Planned Community Homeowner's Association ("Association") shares the concern and desire of each Homeowner ("Owner") to maintain a high quality living standard within our Association, and to protect our Property Investment ("Unit"). In accordance with the Declarations, Article XVIII, Section 18.2 – Adoption of Rules, states: "The Executive Board may adopt House Rules regarding the use and occupancy of Units and Common Elements, and the activities of residents, subject to Notice and Comment." To meet these goals, we have consolidated the previously adopted Covenant Enforcements with the Milford Pond Fine Structure and made some minor changes to the House Rules for clarification. The previously established fines for noncompliance were kept as is. The sole intent is to provide a fair, equitable and nondiscriminatory enforcement policy to ensure the living quality which initially led us to purchase homes in the Concord Hill Planned Community. It is in everyone's best interest to take good care of their home and the Property on which it stands. Please do your part to maintain your home and surrounding Property (Property) by promptly reporting problems, showing consideration for your neighbors, and complying with the rules to maintain minimum neighborhood standards.

It is the responsibility of each Owner and occupants ("Residents") to be familiar with the Declarations, Bylaws, Landscaping Rules and House Rules (collectively the "Governing Documents") of the Association. The Board has the authority to adopt and enforce such additional rules as it may deem necessary or advisable; to amend same and to impose reasonable fines, penalties or legal action upon Owners for violations. **Owners are responsible for the actions of their guests and Residents**, and all rental leases must condition tenancy upon compliance with the Governing Documents.

Use Restrictions

1. Article VIII Restrictions on Use, Alienation and Occupancy Section (a) "Each Unit is restricted to residential use as a single family residence" The Board of Directors defines a single family residence as immediate family; a group consisting of parents and their children.
2. Professional and administrative occupations may only be carried on within Units as long as the activity is not externally evident, such as home professional pursuits not requiring regular visits from the public or employees or unreasonable levels of mail, shipping, noise, vehicles, trash, or storage. No sign indicating commercial or professional uses may be displayed outside a Unit or visible from within the Unit. (*Declarations Article VIII*)
3. No noxious, offensive, dangerous or unsafe activity will be carried on in any Unit, on personal Property or the Common Elements, nor will anything be done therein either willfully or negligently, which may be or becomes an annoyance or nuisance to the other Unit Owners or Residents.
4. No Owner or Resident will make or permit any disturbing noises by himself or herself, Resident(s), pets, or vehicle(s) nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Owners or Residents. No Owner or Resident will play, or allow to be played, any musical instrument or operate or allow to be operated any vehicle, car radio, radio system or television set at such volume or in such other manner that will cause unreasonable disturbances to other Owners or Residents. This includes, of course, fireworks and other activities that are prohibited by law.
5. Repair or restoration of any motor vehicle, boat, trailer, aircraft or other vehicle will be considered a nuisance unless the activity is conducted inside the garage. No repair or restoration of any motor

vehicle, boat, trailer, aircraft or other vehicle for commercial purposes is permitted and will be considered a nuisance unless the activity is conducted inside the garage.

Leasing of Units

6. An Owner who rents, leases or otherwise permits another party ("Resident"), in accordance with Section 1 above, to occupy their entire Unit will provide the Resident's name, mailing address, home and work telephone numbers to the Association Property Manager within ten (10) days of signing the lease.
7. An Owner is only permitted to rent the entire Unit in accordance with Section 1 of this document; renting or leasing of rooms or partial areas of the Unit is not permitted.
8. Owners are responsible for ensuring their Residents are informed, understand and abide with all Association Rules, and are provided a copy of this document.
9. Leases must require compliance with the Governing Documents as a condition of occupancy and a copy of the fully executed lease submitted to the Association Property Manager within ten (10) days of lease signing.
10. A Registration/Update Form must be completed and sent to the management company within ten (10) days of lease signing along with a copy of the lease agreement/contract. (*Declarations Article VIII*)
11. Each Owner is responsible for the actions of their Residents. Owners will be notified of violations and will be expected to ensure compliance of Residents and guests. Fines, if necessary, will be levied against the Owner, rather than the Resident.
12. Each Owner must have a current confidential "means of contact" form on file with the Association Property Manager. Information is held in strict confidence, but is necessary in the event of an emergency involving your Unit. Information must be updated any time there is a change of information.

Maintenance/Storage

13. All Owners and Residents will at all times keep the exterior of their Units and Property repaired, painted, mowed, trimmed and weeded, free of debris, and otherwise maintained in good order and condition in accordance with the Governing Documents.
14. Landscaping Rules as defined in Attachment A to these House Rules shall be adhered to.
15. Trash cans, Trash bags and Recycle bins may be visible from the street on the day of pickup only, and must be promptly put away after pick-up. They must be stored out of public view at ALL other times.
16. Owners and Residents are to refrain from storing personal items or rubbish outside their Units, to include but not limited to exterior decks and surrounding Property, all areas viewable from the street or an adjacent lot, and to maintain their Property in an attractive manner. Additionally, storage of tires, appliances, and building materials is strictly prohibited.
17. Sports gear, recreational equipment, bikes and other toys (collectively "Equipment") are an enjoyable and necessary part of community living. In consideration of your neighbors, and so that they do not become unsightly when not in use, please store them in accordance with the following:
A) Equipment is not permitted to be cemented in or made a permanent fixture in any way; B) Equipment may not interfere with parking, i.e.: requiring vehicles to overnight on the street or block the street for sweeping/plowing; C) All Equipment will be put away out of public view when not in

use all months of the year, except Basketball Hoops may remain on a personal driveway from May through September, providing they are weighted down with water as designed, and not with sand bags, paint cans, or other unsightly debris, and are not placed/installed on the lawn such that a dead lawn patch is created. Basketball Hoops must be stored completely out of public view from October through April.

18. To request Construction or installation of storage units or sheds Homeowners must complete and submit a Design Review Form for approval by the Board. Construction or installation of storage units or sheds will be confined to the rear of the Property, must be approved by the Board and will follow the guidelines set forth in the Declaration's Exhibit E for the Association.
19. The use of exterior decks is limited only to normal recreational uses. Bikes or other items may not be stored on the decks. With the exception of patio furniture and decorative plants, nothing else will be placed on or hung from the decks, which are visible from streets, common elements, or other Units.
20. Driveways will be free of weeds and/or cracks, and repaired and/or black top seal coated as needed.

Vehicles and Parking

21. Vehicles in use are only permitted to be parked in the driveway or garage. Vehicles parked in the driveway must be perpendicular to the garage door (not parallel with). No parking of vehicles on lawn or ornamental driveway edging (bricks, rocks, etc.), or for extended periods exceeding 48 hours within a week's time, in the street is permitted. Vehicles parked in the driveway must fit completely on the driveway, and not hang over into the street or sidewalk. **Please Note:** Moving the vehicle once a day for a short period(s) of time will not render the vehicle in compliance.
22. Extra vehicles is defined as those vehicle used for a specific purpose or are considered seasonal use vehicle, which are not used as regular or daily transportation which are not being used daily to travel to and from work, school or general use to get around, including but not limited to automobiles or trucks campers, boats, recreational vehicles, motor homes, pop-up campers, campers, snow machines or other machinery will be kept in a garage or off site, so that the vehicle is not visible from the public streets, an adjoining lot or a nearby Unit. **Please Note:** Moving the vehicle once a day for a short period(s) of time will not render the vehicle in compliance.
23. Parking is restricted to operable, street-legal vehicles with current registration.
24. Operable, inoperable and non-motorized vehicles, including but not limited to campers, boats, recreational vehicles, snow machines or other machinery will be kept in a garage or off site, so that the vehicle is not visible from the public streets, an adjoining lot or a nearby Unit. Vehicles with expired tags, flat tires, broken glass or missing parts are considered inoperable.

Pets

25. All pets, when outside of the Unit, must be kept on a leash or in a fenced back yard and will not cause a nuisance to others. No pet of any kind is permitted to run freely.
26. All pet owners must keep their yards clean, picking up pet waste a minimum of every other day, and immediately pick up after their pet when pets relieve themselves off of their property. Pet owners will adhere to all provisions of Title 17 (Animals) of the Municipality of Anchorage Code.

Miscellaneous

27. Residents may not cause a nuisance to others. This includes, but is not limited to, unreasonable noise and noise-producing pets, activities or vehicles. Residents shall adhere to the Municipality of Anchorage quiet hour rules between 10:00 p.m. and 7:00 a.m.
28. Owners will not paint or stain any exterior portion of any building without the prior consent of the Board. All Design Review requests must be submitted to the Association Property Manager for review and approval by the Board before any work is commenced.
29. Owners will not alter or otherwise change any portion of the landscaping on the Property without the prior consent of the Board. All Design Review requests must be submitted to the Association Property Manager for review and approval by the Board before any work is commenced.

Fine Schedule (Declarations, Article XXII)

Owners will have a specific period of time to correct all infractions of the Governing Documents. Owners may be assessed a fine in accordance with the Fine Structure on Exhibit B, and will continue if the infraction is not corrected within the time stated in the written notices(s), which is subject to change by the Board. At the discretion of the Association Property Manager or the Board, minor "first offenses" may result in a warning before imposition of fines. Violations which are deemed to be "serious" may warrant larger fines, up to any amount deemed "reasonable" for purposes of Alaska Statute 34.08.320(a)(11). Ongoing, recurring or intentional violations will result in progressively severe fines, which will be levied at the discretion of the Board.

In addition to fines that may be levied, the Board may institute legal proceedings or correct violations (i.e. repairs, restoration, vehicle towing, etc.), charging all associated costs back to the offending Owner as additional assessments. If the Association must retain legal counsel to enforce Governing Documents or Bylaw provisions, legal costs may be assessed against the Owner as additional fines.

Notice of Hearing will be provided in accordance with the Declarations, Article XXI, prior to fines being levied. Notice of fines will be delivered to the Owner by email and/or mailed USPS first class mail sent to the Owner's email address and/or mailing address listed in Association records. Hand-delivery to the Unit will be an acceptable alternate form of notice. Fines will be tentatively assessed as additional Homeowner dues immediately following the infraction, and will become final unless appealed to the Board within thirty (30) days thereafter. Owners may submit an appeal in writing to the Board for the Board's review at the next regularly scheduled meeting to appeal any fine, provided the Owner files a written notice of appeal with the Association Property Manager within thirty (30) days after the fine is levied, or within twenty four (24) hours of the scheduled Board meeting if the infraction notice is received less than seven (7) days prior to the Board meeting. Fines will be levied to ensure compliance with the Governing Documents, rather than to raise revenue.

Note: Fine assessments are considered a lien on your Property, per Alaska Statute (Declarations, Article XVI, Section 16.3 - Lien) Per Common Interest Ownership Act, Chapter 34.08 of Alaska Statute.

Other Information

1. All times expressed as "days" are measured as calendar days.
2. All correspondence must be submitted to the Association Property Manager for individual Unit files, issuance of resale certificates, inquiry and follow-up assistance.
3. The policies, fine schedule, and appeal process may be amended by the Board and duly adopted by the Board. Implementation of amendments will take effect thirty (30) days following notification to the Owners.

Submitted to Homeowners on 6-09-15

Revision date 06-23-2015

Submitted for 2nd review and comment to Owners on 6-25-15

Final Version Approved by the Board of Directors on 8-12-15

ATTACHMENT A
CONCORD HILL P/C HOMEOWNER'S ASSOCIATION
LANDSCAPE MAINTENANCE STANDARDS

An attractive lawn maintains property values and is an asset to the community. The covenants for Concord Hill P/C HOA contain some minimum landscape requirements for the lots within the community. In addition, pursuant to the covenants, maintenance is subject to additional, reasonable requirements that are established by your Board of Directors.

These standards are provided to assist you in maintaining your yard within the reasonable, minimum requirements established. When you make the effort to keep your yard looking good, it pays off for everyone in the community with increased appeal and home values.

1. (3") Caliper trees are highly recommended for their survival rate and contribution to an overall aesthetically pleasing environment. The front yard of each lot will support no less than two (2) live trees at any time. Each tree will be greater than five feet (5') tall, one inch (1") in diameter when measured three inches (3") from the top of the ground up, and kept in good health at all times. Should a tree not survive weather or moose damage or otherwise not thrive, the tree shall be replaced with a compliant tree no later than June 30th. Where waivers are requested because a very small lot will not support two trees, an alternate greenery plan shall be submitted so that each property is contributing to the overall green, aesthetically appealing look of the association. Attractive, acceptable landscaping materials must be used for the staking of trees (no mosquito netting or chicken wire).
2. Bare patches, winter kill and grader damage in lawns must be repaired by July 15th.
3. Lawns must be kept mowed, trimmed and edged on a regular basis (standard is once per week), and no less than every ten days.
4. Grass clippings and other yard waste must be removed from the yard, roadway, gutters, and driveway areas immediately after mowing and other yard work. (Bags of grass clippings are to be stored out of sight until morning of trash pick-up or immediately removed by lawn maintenance companies).
5. All pet owners must clean up their yards of pet waste at least every other day.
6. Lawns, planters, garden beds, walkways, driveway edging and driveways must be maintained and kept free of weeds, dead blooms, dead plantings, non-ornamental grasses, etc. Vegetable gardens are not permitted in front yards.
7. Watering as needed is required to maintain a green, healthy appearance.
8. Seasonal lime/fertilizer/feeding as needed is necessary to maintain a green, healthy appearance.
9. Trees and shrubs will be properly pruned, shaped, and cared for. Dead, dying, "stick trees" and failure-to-thrive trees will be promptly replaced to maintain yard in compliance with item No. 1 above.
10. Vehicles of any kind are not allowed to be parked on lawns or lawn edging (bricks, rocks, etc.), and must not hang out off of the driveway over sidewalks or into the street.
11. Areas that have wood chips that have faded or are sparse need to be replaced by June 30th.

12. Empty flower pots not in use need to be stored away out of public sight.
13. Garden hoses are a seasonal tool and must be stored out of sight during the months of October through April.
14. Leaves shall be raked and removed during lawn maintenance efforts. Street gutters in front of the Unit will be swept and kept clean from any debris resulting from the Unit or the use of the Unit.
15. White rocks are not considered “naturally blending in” with the Alaskan environment, and are not permitted.
16. All landscaping changes, to include additions or removals, must be sent to the Association Property Manager for Board approval prior to commencing the changes. Any deviation from this may result in fines and/or required changes/corrections.

Your landscape is part of your home investment – maintain and protect it!

ATTACHMENT B

CONCORD HILL P/C HOA FINE STRUCTURE (Formerly known as MILFORD POND FINE STRUCTURE)

| CATEGORY | REFERENCE IN DECLARATIONS | FINE | COMMENTS |
|--|----------------------------|--|---|
| Landscaping | | | |
| -Trees | Exhibit D, Paragraph 1 | \$200 per non-compliant tree per season (max \$400/season) | |
| Vegetable Garden in front yard (not permitted) | Exhibit D, Paragraph 1 | \$500 per season | |
| -Native Vegetation | Exhibit D, Paragraph 1 | \$3,000 per season. Trees assessed separately | |
| Landscaping Rule Violations | | \$100 initial fine and \$25 per day until corrected. No limit. | This fine applies to all violations against the recently adopted Landscaping Rules, which are in accordance with Exhibit D of the Declarations |
| Fences | Exhibit D, Paragraph 2 & 3 | \$100 per week. Maximum of \$1600 per season | Assumes fence is of a type and style that is not approved by the Board of Directors |
| Temporary Structure | Exhibit D, Paragraph 4 | \$500 per week. Max \$8000 per season | This fine applies to all violations against the referenced paragraph of the Declarations |
| Fuel Storage | Exhibit D, Paragraph 5 | \$1000 per month. No maximum | This fine applies to a fuel tank or container. Propane tanks that are part of a barbecue and used solely for that purpose are excluded from this provision. |
| Vehicles | Exhibit D, Paragraph 6 | \$100 initial fine and | This fine applies to all violations |

| | | | |
|--|-------------------------|--|---|
| | | \$25 per day until corrected. No limit. | against the referenced paragraph of the Declarations and these House Rules. |
| Nuisances | Exhibit D, Paragraph 7 | \$100 initial fine and \$25 per day until correct. No limit. | This fine applies to all violations against the referenced paragraph of the Declarations and these House Rules. |
| Pets | Exhibit D, Paragraph 8 | \$100 initial fine \$25 per day. No limit. | This fine applies to all violations against the referenced paragraph of the Declarations |
| Rubbish | | \$100 initial fine and \$25 per day until correct. No limit. | This fine applies to items left around the Property; to include but not limited to building materials, car parts, sporting equipment, etc. |
| -Trash, garbage or other waste disposal violations | Exhibit D, Paragraph 9 | \$100 initial fine and \$25 per day until correct. No limit. | This fine applies to trash cans put out the day before trash collection and the trash can being left out in the public eye after trash collection day. |
| -Unauthorized exterior fires or burns | Exhibit D, Paragraph 9 | \$100 per incident. No limit | Excludes BBQ fires as define in the Declarations |
| Signs | Exhibit D, Paragraph 10 | \$100 initial fine and \$25 per day until correct. No limit. | Includes political signs and the posting of FOR SALE and/or FOR RENT signs which have not been pre-approved; whether outside of the home or inside visible to the public. |
| Maintenance and Installation | Exhibit D, Paragraph 11 | \$100 initial fine; \$25 per day for the 1 st 90 days. After that, the cumulative fine and issues are turned over to the Executive Board, who will determine if a contractor will be hired to perform the necessary services to remedy the situation. | This does apply to painting the exterior of the Unit and fence; maintaining driveways, landscaping, unfinished approved projects and walkways on the Property. |
| Outside Installations | Exhibit D, Paragraph 12 | \$100 initial fine; \$25 per day. No limit | This fine applies to all violations against the referenced paragraph of the Declarations |
| Oil and Mining Operations | Exhibit D, Paragraph 13 | \$500 per week. No limit | This fine applies to all violations against the referenced paragraph of the Declarations |
| Water | Exhibit D, Paragraph 14 | \$1000 flat fine | |
| Sewer | Exhibit D, Paragraph 15 | \$1000 flat fine | |
| Easement | Exhibit D, Paragraph 16 | None | |
| Re-Subdivision | Exhibit D, Paragraph 17 | None | |



Concord Hill P/C Homeowners Association

Design Review Form

(Modification/Installation Request)

This form must be completed and submitted with all plans for which design review is required.

Homeowner's Name: _____ Date: _____

Physical Address: _____ Home Phone: _____

Mailing Address: _____ Day Phone: _____

_____ Cell Phone: _____

Email Address: _____ Fax: _____

Review the choices of design review requests below and check the most appropriate box. Pay close attention to the **detailed information provided with each box. This information tells you what must be included with your submittal in** order for your request to be deemed "complete". Incomplete submittals will result in design review delay. All submittals must include a plan with a description of the work to be done.

- Landscaping, Existing Home – Provide drawing indicating changes/additions.
(Note: Any greenery removal requests must be accompanied by a specific greenery replacement plan.)
- Retaining Wall(s) – Provide as-built survey with proposed location of retaining wall clearly marked. Indicate material type, installation technique, dimensions. If possible, provide photo/brochure of material type.
- Sheds – Provide as-built survey with proposed location of shed clearly marked. Indicate material type, dimensions. Sheds must be painted to match the home, no later than 30-days following construction completion.
- Painting – Provide one set of color chips for all proposed colors and clearly outline color scheme. Even if you are painting the same color, you must submit choices. Unpainted garage doors are not acceptable. **(Write in name of color.)**

Body / Garage Door / Deck Color: _____

Trim Color: _____

Front Door Color: _____

- Building Decks, New or Extensions – Provide as-built survey with proposed location of deck clearly marked. Indicate material type, dimensions, detail work, color (railings built-in benches, built-in flower boxes, hot tubs, etc).
- Fences – Provide as-built survey with proposed location of fence clearly marked. Indicate material type. Fence shall not exceed 6-feet in height, and must be wood.
- Siding – Provide material type.
- Additions to Home – Provide as-built drawing, architectural drawings, and description of add-ons. Be sure to detail windows doors, material types and exterior painting details.
- Other: _____

Description of Work: _____

Desired Time Schedule: _____ Project Start Date: _____ Finish Date: _____

Name of Contractor: _____

The Association strongly recommends the use of properly licensed, insured and, if applicable, bonded contractors. Please do not approach Board members directly - all design review requests must be submitted via the management office.

Please remember that the Design Review Committee's review is limited to examinations of the request to ensure compliance with the Association's covenants. No compliance or non-compliance with Municipal, State, or national building codes and standards are implied by this approval. It is the responsibility of each individual homeowner to ensure compliance with such codes.

Please show design in the area provided below. Include elevations, measurements, and relationships of the modification to your home. Please attach any relevant plans and/or specifications, such as your building plans found in your Declarations. Please consult the Concord Hill P/C HOA Governing Documents regarding building and landscaping approval requirements.

Please deliver your request to the Concord Hill P/C HOA c/o PMSI, 601 W 41st Ave, Suite 201, Anchorage, AK 99503, email pmsi@gci.net.

Description of materials to be used:

Note: Please attach samples of paint color and/or finish to be used. These will not be returned; they will be kept by the association, attached to this form.

Contractor's Name: _____

Contractor's Phone(s): _____

Additional Comments: _____

Request Approved Date of Approval/Disapproval: _____

Request Denied Date Copy Returned to Homeowner: _____

Note: Please be advised that the Municipality of Anchorage has independent authority to enforce building codes and may require a building permit to be issued. The homeowner is responsible for presenting their design to the MOA, Building Safety Division, for their approval prior to construction as required.

Committee Comments:

Signature of Committee Chairperson (or Acting Chairperson/Manager): _____

The Concord Hill P/C HOA retains original of this three-page document, plus attachments. A copy will be returned to the homeowner for their records. Please allow up to 30 days for committee review and approval. (Rev. 03/15)