

MOA 789

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BYLAWS  
OF  
BLACKBERRY CONDOMINIUM  
OWNERS ASSOCIATION, INC.

ARTICLE I.

CONDOMINIUM OWNERSHIP

Section 1. Creation. The Project known as Blackberry Condominiums, consisting of that certain parcel of land, and all improvements situate thereon, situated in the Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described in Exhibit "A" attached hereto and made a part hereof by reference, has been submitted to the provisions of the Horizontal Property Regimes Act of the State of Alaska (Title 34, Chapter 07 Alaska Statutes) as now existing or as hereafter amended. The Declaration of Covenants Conditions and Restrictions for Blackberry Condominiums, (hereinafter the "Declaration") was recorded OCT 5<sup>th</sup>, 1982, in Book 749 at Page 616.

Section 2. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Project which include the land and all the structures and improvements located thereon. All present and future Owners, tenants and occupants of any Condominium Units of the Project, are subject to these Bylaws. Acquisition, lease, rental or occupancy of any of the Condominium Units of the Project shall signify that these Bylaws are accepted and ratified and shall be complied with by the occupant.

Section 3. Definitions. Unless otherwise specified, the following terms shall have the same meaning in these Bylaws as such terms have in the Declaration: Unit, Condominium Unit, Condominium Building, Owner, Project, Common Area, Limited Common Areas and Facilities, Mortgage, Mortgagee, Mortgagor, Institutional Holder, Association, Board, Bylaws and Declarant. The terms Owner and Member as used herein shall be synonymous.

ARTICLE II.

ASSOCIATION OF CONDOMINIUM OWNERS

Section 1. Membership. All Owners of Condominium Units in the Project shall constitute the Association of Condominium Owners, herein called "The Association". The Owner upon acquiring title thereto shall automatically become a member of the Association and shall remain a member

thereof until such time as his ownership of such Condominium Unit ceases for any reason; provided, however, that to such extent and for such purposes, including the exercise of voting rights, as shall be provided by agreement of sale or by lease of any Condominium Unit filed with the Board of Directors of the Association, the purchaser or the lessee of such Condominium Unit shall be deemed to be the Owner thereof.

**Section 2. Register of Members.** The Board shall cause a register to be kept containing the names and addresses of all members of the Association. Members of the Association who sell or convey their interest in a Condominium Unit shall promptly report to the Board of Directors the name and address of their successor in interest. A member of the Association, shall upon request, furnish the Board with a copy of any documents under which he obtained ownership of a Condominium Unit, or any interest therein, and any documents creating a security interest in such Condominium Unit.

**Section 3. Responsibilities.** The Association shall have the responsibility of administering the Project through the Board of Directors.

**Section 4. Place of Meetings.** The first annual meeting of Owners shall be held as soon as practicable, but not later than 120 days after the conveyance by Declarant of Condominium Units in Phase I representing seventy percent (70%) of the votes of all the Owners.

**Section 5. Annual Meetings.** The first annual meeting of Owners shall be held as soon as practicable, but not later than 120 days, after the conveyance by Declarant of Condominium Units in Phase I representing seventy percent (70%) of the votes of all the Owners.

Thereafter, the annual meeting of the Association shall be held within three (3) months after the end of each accounting year of the Project. At such meetings the Owners shall elect by ballot a Board of Directors in accordance with the provisions of Section 5 of Article III of these Bylaws and may also transact such other business of the Association as may properly come before them.

**Section 6. Special Meetings.** Special meetings of the Association may be held at any time upon the call of the President or upon the call of Owners having at least twenty-five percent (25%) of the undivided interest in the common areas and facilities.

**Section 7. Notice of Meetings.** The Secretary shall at least seven (7) days before the date set for each annual and special meeting give written notice thereof to each

Owner according to the Association's record of ownership, stating whether it is an annual or special meeting, the authority for the call thereof, the place, day and hour of such meeting and the purpose therefor, in any of the following ways: (a) by leaving the same with him personally or (b) by leaving the same at his residence or usual place of business, or (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the record of ownership of the Association. If notice is given pursuant to the provisions of this section, the failure of any Owner to receive actual notice of such meeting shall in no way invalidate the meeting or any proceedings thereat. The presence of any Owner in person or by proxy at any meeting shall be deemed a waiver of any required notice as to such owner unless such Owner shall at the opening thereof object to the holding of such meeting for noncompliance with the provisions of this section.

Any institutional holder of a first mortgage on a Condominium Unit in the Project will, upon request, be entitled to written notice of all meetings and is entitled to attend (by agent, employee, or other designee) all such meetings.

Section 8. Quorum. The presence at any meeting in person or by proxy of one-third (1/3) of the Owners as herein defined shall constitute a quorum. The vote of a majority of the quorum present at any meeting shall be binding upon the Association except as otherwise provided herein.

Section 9. Voting. Voting shall be on a percentage basis, and the percentage of the total vote to which the Owner is entitled shall be the percentage assigned to such Condominium Unit in the Declaration. Any specified percentage of the Owners means the Owners to which are appurtenant such percentage of the Common Area as established by the Declaration. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association the percentage of vote for any Condominium Unit owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Association's record of ownership, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such Condominium Unit in such capacity. In the event the Condominium Unit is owned by more than one person, firm, corporation, trustor, or combination thereof, they must act unanimously to cast the vote allocated to the Condominium Unit. Anything herein to the contrary notwithstanding, an Owner owning more than one Condominium Unit in the Project shall be entitled to a vote equivalent to his total percentage interest in the common elements for all Units owned.

Section 10. Proxies. Votes may be cast in person or by proxy or by the respective Owners as shown by the record of ownership of the Association. The authority given by any Owner to another person to represent him at meetings of the Association shall be in writing, signed by such Owner and filed with the Secretary, and unless limited by its terms shall continue until revoked by writing filed with the Secretary or by the death or incapacity of such Owner.

Section 11. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the Owners present, whether or not a quorum be present, without notice other than the announcement at such meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 12. Action Without Meeting. Any action, which under the provisions of the Alaska Statutes may be taken at a meeting of the Owners, may be taken without a meeting if authorized by a writing signed by all of the Owners who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.

Section 13. Order of Business. The order of business at all meetings of the Association shall be as follows :

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Report of Officers.
- (e) Report of committees.
- (f) Election of Officers.
- (g) Unfinished business.
- (h) New business.

Section 14. Books and Records. Any Owner or institutional holder of a first mortgage on a Condominium Unit in the Project shall, upon request, be entitled to inspect the books and records of the Project during the normal business hours.

Section 15. Parliamentary Authority. In the event of dispute, the parliamentary authority for the meetings shall be the most current available edition of Roberts Rules of Order, Revised.

Section 16. Complaints and Official Business. Any complaints and all official business shall be transmitted in writing, emergencies excepted, and such written business shall be submitted to the Board through the President if available, and the Secretary if the President is not

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available. The Board of Directors shall answer all official matters submitted to it in writing after it has acted upon it at the next regular meeting of the Board.

## ARTICLE III.

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The direction and administration of the Project and the affairs of the Association shall be vested in a Board of Directors (hereinafter "Board") composed of three (3) persons, who shall be elected as hereinafter provided. Each member of the Board shall be one of the Owners, except for those elected and serving on the initial Board of Directors, provided, however, that, in the event an Owner is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any officer, shareholder or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity shall be eligible to serve as a member of the Board.

Section 2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things therefor as are not by law, by the Declaration or by these Bylaws, directed to be exercised and done only by the Owners. In addition to powers and duties conferred by these Bylaws, the Declaration or resolutions of the Association, the Board shall be responsible for, but not limited to, the following:

- (a) Management and operation of the Project and maintenance, repair, and rebuilding of the Common Areas thereof.
- (b) Establishment and collection of monthly assessments and special assessments against the Owners for common expenses; and
- (c) Appointment and dismissal of any personnel necessary for operation and maintenance of the Project.
- (d) Execution of contracts within the scope of their duties and powers.
- (e) Administration, interpretation and enforcement of the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration and Bylaws.

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- (f) Establishment, and enforcement of such reasonable rules and regulations as may be necessary for the operation, use and occupancy of this Project with the right to amend same from time to time.
- (g) Purchase, maintenance and replacement of any equipment and utility services required for the Common Areas.
- (h) Protection and defense of the entire Project from loss and damage by suit or otherwise.
- (i) Borrowing of funds and execution of all such instruments evidencing such indebtedness. Any such indebtedness shall be the several obligation of all the Owners in the same proportion as their interests in the general Common Areas.
- (j) Purchase and maintenance at all times of all policies of fire and liability insurance with respect to the Project required by the Declaration or this Bylaw and such other insurance and bonds as may be provided by the Declaration or by this Bylaw or authorized by the Board.
- (k) Custody of all funds of the Association, and maintenance of full and accurate books of account and records of said funds.
- (l) Arbitration of disputes between Owners relating to the Project.
- (m) In general to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the communal aspect of Condominium ownership.

Section 3. Managing Agent. The Board of Directors shall employ professional management in the form of either a responsible Alaska firm or a resident manager, or both, to manage and control the Project at such compensation and with such administrative powers and duties as the Board may establish and delegate.

Any management agreement for the Project shall conform to the guidelines established by PHLMC, FNMA, AHFC and VA regarding the term and termination of that agreement during such period of time as PHLMC, FNMA, AHFC or VA is a Mortgagee on a Unit in the Project or is the Owner of such a Unit.

Section 4. Representation. The President or Managing Agent, subject to the direction of the Board of Directors, shall represent the association or any two or more Owners, similarly situated as a class in any action, suit, hearing or other proceeding concerning the Association, the Common Area or more than one Condominium Unit and, on behalf of the Association or Owners, may institute, defend, intervene in, prosecute and settle any such actions, suits and proceedings, without prejudice to the rights of any Owners individually to appear, sue or be sued.

Section 5. Election and Term. At each annual meeting of the Owners, the Owners shall, by a vote of a majority of the Owners present at such meeting, elect the Board of Directors or Director for the ensuing term. The vote shall not be cumulative. The directors, except as otherwise in these Bylaws provided, shall hold office for a period of one (1) year until their respective successors shall have been elected, and the term of each such director shall begin immediately after his or her election.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by the Association shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until his successor is elected at the next annual meeting of the Association. Death, incapacity or resignation of any director, or his continuous absence from the State of Alaska for more than six (6) months, missing three consecutive meetings, or his ceasing to be the sole Owner or Co-Owner shall cause his office to become vacant.

Section 7. Removal of Directors. At any regular meeting or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by vote of a majority of Owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Owners shall be given an opportunity to be heard at such meeting.

Section 8. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid to a director for services performed by him for the Association in any other capacity,

unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken. A director may not be an employee of the Association.

**Section 9. Regular Meetings.** A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of the Owners. Other meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may, from time to time, adopt. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, addressed to his residence, or by telephone, at least three (3) days prior to the day named for such meeting.

**Section 10. Special Meetings.** Special meetings of the Board of Directors may be called by the President on at least three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of such meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice on the written request of at least two directors.

**Section 11. Waiver of Notice.** Before or at any meeting of the Board of Directors any director may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice to him of such meeting. If all the directors are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

**Section 12. Quorum of Board.** At all meetings of the Board of Directors a majority of the total number of directors established by these Bylaws shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at any meeting at which a quorum is present shall be the acts of the Board. If less than a quorum shall be present at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**Section 11. Fidelity Bonds.** The Board of Directors shall require that all officers, employees and agents of the Association handling or responsible for its funds, furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.



## ARTICLE IV.

OFFICERS

Section 1. Designation. The principal officers of the Association shall be the President, Vice-President, a Secretary and a Treasurer, all of whom shall be elected by, and in the case of the President, from the Board of Directors. The Board may appoint an assistant treasurer, and assistant secretary, and such other officers as in its judgment may be necessary. One person may hold two offices, except that the offices of President and Secretary shall be filled by different persons.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or any special meeting called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable affects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 7. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Board of Directors or of the Association; shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the office of Secretary, given by him by these Bylaws or assigned to him from time to time by the directors. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore, who shall keep the minutes of such meeting and record them in the books provided for that purpose.

Section 8. Auditor. The Association may, at any meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association, and to perform such audits and fiscal duties as may be required by Alaska Horizontal Property Regimes or requested of him by the Association.

Section 9. Execution of Instruments. All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Association by such person or persons as shall be provided by general or special resolution of the Board of Directors or, in the absence of any such resolution applicable to such instrument, by the President or Vice President and by the Treasurer or Secretary.

#### ARTICLE V.

##### COMMITTEES

Section 1. Committees of Directors. The Board of Directors may designate one or more committees, each of which shall consist of one or more Directors. Such committees, if composed entirely of Board members, shall have and exercise to the extent provided in the resolution establishing the committee, the authority of the Board of Directors in the management of the Association, but the designation of such committee shall not operate to relieve the Board of Directors of any responsibility imposed upon it by law.

Section 2. Other Committees. Other committees, not having or exercising the authority of the Board of Directors in the management of the Association, may be designated by the President or the Directors, and such committees may be composed of one or more members of the Association other than Board members, but each shall have one Board member as a member or chairman.

## ARTICLE VI.

ASSESSMENTS

Section 1. Obligation. All Owners shall be obligated to pay the estimated assessments imposed by the Board of directors to meet the common expenses of maintenance, operation and management of the Project as set forth in the Declaration.

Section 2. Initial Obligation of Purchaser of a Condominium Unit. A first purchaser of a Condominium Unit from the Declarant shall be required at the closing of the acquisition of such Condominium Unit to deposit with the Association an amount equal to one-sixth of the particular Condominium Unit's allocation of the annual budget. This sum shall be placed in a working capital account for initial operation of the Project.

## ARTICLE VII.

HANDLING OF FUNDS

Section 1. Accounts. The Association shall establish the necessary funds or accounts to properly provide for the operation and maintenance of the property. Overall superintendance of these funds shall be the responsibility of the Treasurer of the Association. The Treasurer shall administer the various accounts in such a way that the funds are secure and that signature cards at the various institutions containing the funds are up to date.

## ARTICLE VIII.

OBLIGATIONS OF THE OWNERSSection 1. Rules and Regulations.

(a) No Owner or occupant shall post any advertisements, bills, posters or other signs on or about the Project, although not visible outside the Project, except signs of reasonable dimensions, advertising the rental or sale of individual Units, as authorized by the Board of Directors.

(b) All Owners and occupants shall exercise extreme care about making noises or in the use of musical instruments, radios, television sets and amplifiers that may disturb other occupants. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a residence and its contents, shall be placed or used in any such residence.

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(c) It is prohibited to hand or dust garments, rugs, etc., from the windows or from any of the facades of the Project.

(d) Parents shall be responsible for all damage to the Common Areas caused by their children, when such damage was caused by the negligence or wilful act of the child.

(e) No illegal use shall be made of the premises.

(f) If any Owner or occupant shall keep a dog or other pet in a Condominium Unit, he shall take all special care required to insure that such pet shall not disturb other Condominium residents in any way. If the Board of Directors shall receive a written complaint by two Owners concerning a bothersome animal, the Board shall, in its discretion, take action to eliminate the problem and may require the Owner of such pet to dispose of the pet, regardless of when the pet was obtained, or whether other Owners are permitted to retain their pets. No pet shall ever be permitted in Common Areas without a handler. Each pet owner shall promptly remove and properly dispose of all animal waste deposited by his pet in the Common Area, and each pet owner shall be responsible for the repair of all damaged areas, including damage to shrubberies and lawns of the Common Area.

(g) No Owner or occupant shall, without the written approval of the Board of Directors, install any wiring for electrical or telephone installations, machines or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows or roof thereof.

(h) Nothing shall be allowed, done or kept in any Condominium Unit or Common Areas of the Project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.

(i) Owners, tenants or guests shall not throw garbage or trash outside the disposal installations and trash containers provided for such purposes.

(j) The Board of Directors reserves the power to establish, make and enforce compliance with such additional rules and regulations as may be necessary for the operation, use and occupancy of this Project with the right to amend the same from time to time, and to impose reasonable fines for infractions of all rules and regulations.

(k) No owner or occupant shall store or permit the storage of any trailer, snowmobile, motor-home or other recreational vehicle (excluding a camper attached to a pickup truck) on any part of the Project even if such storage is meant to be temporary.

Section 2. Repair and Maintenance. The Owners shall be responsible for certain repairs as set forth in the Declaration.

#### ARTICLE IX.

##### AMENDMENTS OF BYLAWS

Section 1. Procedure. These Bylaws may be amended in any respect not inconsistent with any provisions of law or the Declaration by vote of the Members whose aggregate interest in the Common Area constitutes sixty percent (60%), at any meeting of the Association duly called for such purpose. Any material amendment to the Bylaws, including, but not limited to, any amendment which would change the percentage interests of the Owners in the Project requires the written approval of 75% of the holders of first mortgages on the Condominium Units.

#### ARTICLE X.

##### FISCAL YEAR

Section 1. Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the Association.

#### ARTICLE XI

##### COMPLIANCE

Section 1. Subordination. These Bylaws are subordinate and subject to the provisions of the Declaration and all amendments thereto. They are also intended to comply with the requirements of the Horizontal Property Regime Act of the State of Alaska. If any of these Bylaws conflict with the provisions of the statute, the provisions of the statute will apply.

Section 2. Interpretation. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provisions hereof which can be given effect.

Section 3. Nonprofit Corporation. This Association is not organized for profit. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Owners.

## ARTICLE XII.

PERIODIC REAPPRAISAL

Section 1. In accordance with Section 34.07.180 A.S., the Units and Common Areas herein described shall be periodically reappraised, with a recomputation of the percentage of the undivided interest of each Owner in the Common Areas and Facilities as expressed in the Declaration, if required. The purpose of this paragraph is to insure the proper percentage of the undivided interest of each Owner in the Common Areas and Facilities.

ADOPTION OF BYLAWS

The undersigned Declarant of said Project hereby adopts the foregoing Bylaws of its Association of Owners, this 5<sup>th</sup> day of OCTOBER, 1982.

Timberline Homes, Inc.

By: Robert L. Lurje

Robert L. Lurje, President



BYLAWS  
OF  
BLACKBERRY CONDOMINIUM OWNERS  
ASSOCIATION, INC.

EXHIBIT "A"

Lot Three (3) Blackberry Sub-  
division according to Plat No.  
79-102, filed in the  
Anchorage Recording District,  
Third Judicial District, State of  
Alaska.

89-060036

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RECORDED  
ANCHORAGE REC.  
DISTRICT

OCT 5 3 25 PM '82

RECORDED BY ST + TC.  
ADDRESS \_\_\_\_\_



BLACKBERRY CONDOMINIUM ASSOCIATION HOUSE RULES  
(A CLARIFICATION OF EXISTING REGULATIONS)

ADOPTED DATE: SEPTEMBER 16, 1993

EFFECTIVE DATE: OCTOBER 25, 1993

Fines Amended by Board of Directors 8/25/94

Rule 18 Amended by Board of Directors 10/28/96

Rule 19 Amended by Board of Directors 10/28/96

Rule 20 Amended by Board of Directors 10/28/96

Rule 21 Amended by Board of Directors 10/28/96

Rule 24 Amended by Board of Directors 10/28/96

Rule 30 Amended by Board of Directors 10/28/96

Rule 31 Adopted by Board of Directors 10/28/96

Rule 32 Adopted by Board of Directors 10/28/96

1. The Association is not responsible for damages by fire, water, theft, etc., to personal effects located within the unit or the parking area. You are encouraged to obtain personal contents insurance.
2. All Owners shall keep their unit and their limited common areas (landings, decks, etc.) maintained in good order and condition. All repairs to internal installations such as, but not limited to, bathroom/kitchen plumbing, walls, electrical fixtures/appliances, mailboxes, smoke detectors, fire extinguishers, etc., shall be made at the owner's expense. Residents shall promptly report any other necessary repairs to the Association.
3. Each unit Owner shall be liable to the Association for any damages to the common areas (i.e. - lawn, building, exteriors, windows and doors, etc.) or any equipment thereon which may be sustained by reason of the negligence of said unit Owner, his guests, invitees, or tenants.
4. Foil and newspaper covered windows are unacceptable.
5. No additions, modifications or decorations to the common area or the limited common areas are permitted without written approval of the Board of Directors.
6. Structural alterations and home-done wiring are not allowed. You are encouraged to use licensed, bonded and insured contractors for repairs performed within your unit. (If the work is not properly done and results in damage to another unit or to the common areas, you will have recourse against the contractor). If home wiring is done and any damages occur to the unit, building, and/or common areas, all damages will be at the owner's expense.
7. The Board of Directors can authorize entry to a unit in emergencies where the unit or a part of the project is threatened, whether or not the unit Owner or Occupant is present at the time.
8. Units are restricted to residential usage. Professional and administrative occupations only may be carried on within units as long as the activity is not evident externally. No commercial activity is allowed in common or limited common areas.

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9. No unlawful use shall be made of any part of the project. Any owner who suspects unlawful activity should report it to the proper agency.
10. Storage of any kind is not permitted outside of the units, except neatly stacked firewood, bikes may be stored on decks and patio furnishings may be utilized on decks. No storage shall exceed the height of the handrail. NO storage is permitted in the boiler/mechanical rooms due to fire hazards.
11. Explosives, flammables or illegal products may not be kept on the premises.
12. There shall be only one (1) vehicle parked at a time in the assigned parking space for the unit.
13. Inoperable & abandoned vehicles may not be parked or stored on the project and may be removed after a notice for seventy-two (72) hours or three (3) days.
14. Heavy equipment may not be parked or stored on the project, unless the equipment is being used for work on the project.
15. No commercial vehicles may be parked on the project unless the vehicle is being used for work on the project or to move a resident.
16. There shall be NO major vehicle repair on the project. If the repair takes longer than a day, it can be classified as major repair.
17. The Association has posted the project and will enforce the towing policy. All cost of towing is a the Owner's expense. If a vehicle is towed, its Owner may contact Anchorage Towing & Recovery at ~~278-1514~~ to redeem the vehicles. The following is a list which will cause a vehicle to be automatically towed WITHOUT PRIOR NOTICE!
  - A. Blocking the fire lane or fire hydrants.
  - B. Blocking handicapped zones.
  - C. Blocking the entrance to the building, dumpster and driveway.
  - D. Any vehicle that double parks in the assigned parking space or guest parking areas.
  - E. Any vehicle parked on the lawn area.
  - F. Any vehicle parked in another units assigned parking space.
  - G. Any vehicle blocking another vehicle which is properly parked.
  - H. Blocking access to any other common/limited common area.
18. Owners with two (2) vehicles: one (1) should be parked in the assigned parking space and the other in the common area designed for parking. Please realize the common area designed for parking is for short term only. Any vehicle parked longer than three (3) days is subject to towing at the Owner' s expense by the Anchorage Towing & Recovery, at 278-1514. There is no double parking permitted. If out of town, please notify the Association.

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19. This rule will apply to any type of vehicle which has an expired license tag regardless of where it is parked. Wrecked, inoperative, unlicensed, etc. vehicles may not be parked or let on the common areas of the project. Vehicles judged by the Board of Directors to be oversized and/or unacceptable in appearance will not be parked in common areas.
20. Trailers, snowmobiles, motorbikes, campers, boats and other large vehicles may not be parked in common areas on the project unless a special prior request has been filed with the Board of Directors prior. There are no guarantees that the request for a short period waiver will be approved.
21. All vehicles must park within a single parking space without causing any obstruction or the blocking of access to adjoining parking spaces, carports or refuse pickup trucks.
22. Common areas may not be obstructed or littered. Owners can and will be charged for the cost of cleaning the area.
23. No noxious or offensive activities (including, but not limited to, the repair of automobiles) shall be carried on within the project.
24. This rule will apply to any type of noise producing game activities such as hockey, football, softball, etc. which disturbs the peaceful use of the other residents. Residents may not cause a nuisance to others. This includes, but is not limited to, noise and noise-producing activities such as: dishwashers, vacuum cleaners, washing machines, trash compactors, dryers, etc. Noise will travel to the surrounding units, through vents and chimney flues. Please reduce noise-producing activities after 10:00 P.M. or before 9:00 A.M. If noise persists, please call the Anchorage Police Department at 786-8500.
25. Do not place garbage outside of dumpsters. Please break down boxes. If dumpster is full, wait until it is emptied to deposit trash.
26. Pets may not cause nuisance to others. All pet Owners will utilize a "pooper scooper" when allowing pets to relieve themselves in and on the common areas of the project. Any pet outside of a unit on common areas shall be attended and restrained at all times. Animal control will be strictly enforced. Condo Owners may be fined or be requested to remove the pet permanently from the project for failure to observe the above animal control rules. Please walk them away from buildings and parking lots into the wooded areas. Any aggressive animal should be reported to Animal Control immediately and documentation of the incident forwarded to the Association. The Association will not be responsible for any injury as a result of a resident pet.

No spiders, rats, reptiles or other animals whatsoever shall be allowed or kept in any part of the premises, except that dogs, cats, and other household-type pets in reasonable numbers may be kept by the owners and occupants in their respective units. They shall not be kept, bred or used therein for any commercial purpose. Any nuisance or

Blackberry Condominium Association  
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unreasonable disturbance to any other occupants shall be reported to the Association. Municipal laws regarding animal control shall be adhered to.

27. A unit Owner who rents or leases his unit to another party shall give a copy of these rules and regulations to each new tenant and report to the Association within ten (10) days of rental occupancy or signing of: 1.) a rental occupancy or 2.) signing of a rental agreement (whichever is earlier). The renter's name, mailing address, home and work telephone numbers, number of persons allowed to occupy unit, length of lease term and a copy of the lease agreement shall be provided to the management agent. (No owner shall be permitted to rent or lease a unit for transient or hotel purpose. No owner may lease or rent less than the entire Unit. Any lease or rental agreement shall provide that the terms thereof shall be subject in all respect to the provisions of the Declarations and Bylaws).
28. No signs, posters, etc., (except for reasonably sized "for rent" or "for sale" signs) shall be displayed by Owners or their agents on the project within the windows of the units of reasonable size which indicate that the unit is for sale or rent.
29. Unit owners are requested to have in place at all times, insurance coverage for personal property, liability, loss rental income, move out cost for restoration, etc. Unit Owners can and will be assessed for insurance deductible according to the Board of Directors resolution.
30. This rule will apply to any gathering of children for an activity conducted within the Association's common area, which exceeds six (6) participants. It is required by the Association that at least one participant child be a resident or a resident's guest.

When six (6) or more children are gathered within the common area, said parent/guardian of the child who resides at the Association is and will be required to be on site and outside during the duration of the gathering, actively supervising the activity and being physically present.

When a gathering within the Association's common areas exceeds six (6) participants, said parent/guardian of the resident child will be responsible to request the other non-resident children to leave the Association's common area.

Should the parent/guardian leave the area where the activity of the gathering is taking place, then the parent/guardian is responsible to make sure that the other children, who do not reside at the Association, leave the Association's common area promptly, unless another resident child's parent/guardian can relieve the other to continue in supervising the gathering.

Should a gathering take place without the presence of a resident child or resident's guest who is a child, the other non-resident children gathered will be designated as "TRESPASSING," and the residents of the Association should contact the police at 786-

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8500 to break up the unauthorized gathering due to "TRESSPASSING."

Parents shall be responsible for all damages to the common areas and residents' property by their children/guests when such damage is caused by negligence or willful acts of the children. Parents shall provide proper supervision for children/guests at all times.

31. Appeal On Towing: should your vehicle or that of your guest be towed by the Association, the following is a guideline under which an owner/visitor may appeal the towing process:
1. The Association will not pay for any storage fees during the appeal process. The vehicle must be redeemed by its owner promptly and the invoice submitted at the time of the appeal to the Board for review.
  2. All appeals will be in writing and or presented to the Board in person at their next regularly scheduled meeting. The owner of the vehicle submitting the appeal will be responsible to call and confirm the meeting date/time/location of their appeal. Board meetings are subject to change without further notice.
  3. The Board will have final decision on all appeals. No special meetings will be called to address any appeal on towing as it takes a majority of the Board members to make this decision.
32. The Association does not permit any form of tampering with the fire alarm system inside of the units. This system is installed for the protection of all residents in the buildings. Should residents tampering with any portion of the unit interior fire alarm system, the unit owner (landlord) will be responsible for all costs in locating the problem, rewiring, testing, any additional damages to the system or building. The Association shall forward notice to the owner of the unit and all related invoices will be assessed to their account which will be subject to late fees and collection actions. Should a problem develop with the interior systems, please call the Association at 563-4849 to report the problem.

The Board of Directors reserves the power to establish, make and enforce compliance with such additional Rules & Regulations as may be necessary with the right to amend the same from time to time and to impose reasonable fines for infractions of all Rules & Regulations.

THE FINES ARE \$35.00 monthly until corrected and the first offense shall receive a warning in writing. If the infraction is not taken care of within TEN (10) days, the fine takes effect. Fines will be added to the monthly dues billing and will be subject to a late fee if not paid by the end of the month in which they are billed. If the same offense is repeated within six months, the fine doubles automatically. FINES ARE CHARGED TO THE UNIT OWNER NOT THE TENANT.

**BLACKBERRY CONDOMINIUMS**  
**ADMINISTRATIVE RESOLUTION**

**"DUE PROCESS"**

Whereas, for the benefit and protection of the Association and of the individual members, the Board deems it necessary to establish and operate by a procedure to insure due process in cases where there is a question of compliance by a member, their family, guest or tenant, with the provision of the Association documents, thereby attempting to minimize the necessity of seeking actions through a court of law.

Whereas, it is the intent of the Board to establish procedures for the Board and Managing Agent when it must take action relative to questions of compliance by an individual with the provision of the governing documents and interpretive policies.

Now therefore, be it resolved that any actions by the Board of Managing Agent regarding convenient violations shall be in accordance with the following Covenant procedures:

Violations of any Association documents shall be reported to the Board or Managing Agent, by either phone or in writing. Upon receipt of complaint the Managing Agent will proceed as follows:

- A. A notice of violation shall be prepared and served upon the unit owner of record either by mail or hand delivery.
- B. This notice will contain the following:
  1. Violation.
  2. Date of violation.
  3. Associated fine, if there is one. All fines are listed in the House Rules structure. This will be considered the FIRST WARNING.
  4. It becomes the SECOND WARNING when the same violation occurs within fourteen (14) days from the day the first notice of violation is issued. The fine will double.
  5. When there becomes three (3) of the same violations within a thirty (30) day period from date of first notice through the date of the third, the party will be requested to appear before the Board. A meeting date will be included with the notice of the violation. If the Homeowner does not show for the required meeting without probable cause and without making arrangements with the Managing Agent to reschedule, (the Homeowner will be allowed only one reschedule) the Homeowner will be assessed the associated fine times three (3) and the Board will start court proceedings.

BLACKBERRY  
RESOLUTION  
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- C. The above meeting in paragraph five will be of mutual convenience, where the party in violation will be required to attend. the Board shall hear evidence from the members, Managing Agent, or other interested parties who have seen alleged violations. The Homeowner shall be given an opportunity to fully defend the violation, including evidence or argument with regards to the violation. Thereafter the Board shall consider all of the evidence presented at the meeting, and a final decision will be made.

The decision will be one of the two following options:

1. Whether to allow the Homeowner a ten (10) day period (ten (10) days from the meeting date) to correct the said violation with a follow up by the Board or Managing Agent for proof of correction. If at that follow-up time the said party is still in violation, the Managing Agent will start court procedures and the Homeowner will be fine three (3) times the Association rate.

If the violation occurs again within that ten (10) day period other after the Board, said Homeowner will receive a notice of violation with the associated fine (at three times the normal rate) and court actions will immediately proceed.

2. Start court procedures immediately with all costs incurred reassessed to the Homeowner.

BLACKBERRY CONDOMINIUM  
BOARD OF DIRECTORS  
POLICY RESOLUTION

Board Policy Regarding Annual Assessments

As per Section 4, Article 15 of the Declarations, under assessments, the Board of Directors, with this policy, shall adopt the ability to take advantage of the option to declare that any remaining unpaid installments for the years' assessments are due and payable in full. This policy is the result of a growing concern for delinquencies, and shall be used to better secure the Association's financial position. This policy will affect all of those accounts that are 60 days delinquent.

This policy will become effective April 6, 1987.

President: Beatrice M. Ferguson  
Bea Ferguson

Secretary Debra J. Brandwein  
Debra Brandwein



**BLACKBERRY CONDOMINIUM  
ADMINISTRATIVE RESOLUTION #5  
INSURANCE DEDUCTIBLES**

WHEREAS the Association has insured the buildings and common elements of the property; and

WHEREAS the Board of Directors has considered all relevant factors, and based on its business judgment, has agreed to a \$500 deductible; and

WHEREAS the Board of Directors is of the opinion that it would be inequitable for the Association to pay the deductible in full or in part in all circumstances;

NOW, THEREFORE, BE IT RESOLVED that the following policy be and is hereby adopted by the Board of Directors:

1. The first \$250 of the deductible on the insurance policy will be paid by --
  - a. The Association in the event of any claim caused by an act of God or an unknown source which was created or started in the common elements;
  - b. The homeowner when the cause of the claim originates or is caused by the homeowner, his guests or lessee, or from within or due to his unit;
  - c. The homeowner if the cause of a claim cannot be determined and is only related to his unit or the limited common elements assigned to his particular unit.
2. The Association will, in any event, make payment of the balance of the deductible in excess of \$250.
3. If more than one unit is damaged, the Association, after notice to the owner of the unit from which the damages originated, may proceed with the repairs to the damaged areas, pay the deductible to the repairing contractor and proceed to collect the deductible amount from the owner of the originating unit as an assessment against that unit.

Accepted for Review: March 3, 1988  
Adopted by Board Action: May 5, 1988  
Effective Date: June 1, 1988

Date October 14, 1986

Your Homeowner Association, Inc.  
Your Address

Re: Board Policy on Late Fees


Whereas, the Board of Directors of Blackberry  
Condominiums Association has reviewed the matter of  
the assessment of late fees; and,

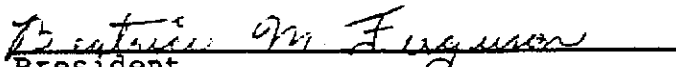
Whereas, Article XV, Section 4 of the  
(By-Laws/Declaration) allow a late fee to be charged against  
unit owners who do not timely pay assessments; and,

Whereas, the Board of Directors is concerned about the  
delinquent account and believes the charging of a late fee will  
cause unit owners to promptly pay their accounts:

It is hereby resolved that the late fee charge on  
delinquent accounts will be \$10 + 1 1/2% on all  
monthly assessments not paid by the 1st day of the  
month in which the assessment is due.

Dated: 12/1/86

  
Secretary

  
President

**BLACKBERRY  
OTHER COLLECTION COST**

The Board of Directors on behalf of its members hereby set forth the following clarification and to simplify the current accounting methods of the Association in the collection of other cost. Such other cost is described as legal fees, fines, maintenance reimbursements, etc. but not limited to only these items:

1. Should an owner cause the Association to incur cost to resolve an issue with legal counsel, all legal fees will be assessed to the owner's account. These fees will remain on the account until such time that the court orders removal or a reduction in the legal fees occurred in resolving this issue.
2. Should any issue require mediation all fees related to this arrangement will be at the expense of the owner and assessed to their account. Should the act of mediation settle the dispute such fees will be reviewed and adjusted according to the resolution developed and agreed upon by the parties in the mediation settlement.
3. All fines and other collection cost will be assessed to the owner account until such time they are waived or negotiations to a lower level by the Board of Directors and owner involved with the violation/fines.
4. All cost are assessed to an owner's account is subject to the Association's late fee policy and such late fee may only be removed, reduced etc. by the Board of Directors.
5. Owner's do have the right to review the account information in relationship to the other cost. Reviews can be made by submitting a request to the Association in writing. Should there be any cost in researching or coping invoices for the owner, then all cost will be payable by the owner before the release of the information.
6. An owner may file an appeal with the Board in writing. Such appeal will be reviewed by the Board of Directors at their next regular meeting. No special meetings will be called to hear an appeal.

Approved by the Board of Directors: 3/10/97

RESOLUTION OF THE BOARD OF DIRECTORS OF  
Blackberry Condominium

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WHEREAS, Article II, Section 11 of the Declaration and Article III, Section 2 of the Bylaws of the Association assigns the Board of Directors all of the powers and duties necessary for the administration of the affairs of the Association and further states that the Board of Directors may do all such acts and things as are not by statute, the Declaration, or by the Bylaws required to be exercised and done by the owners of the Association;

WHEREAS, the Board deems it necessary to establish procedures for adopting a procedure and applicable fees to provide certain information to a potential purchaser of an owner's unit pursuant to AS 34.08.590(a);

WHEREAS, it is the intent of the Board to institute such procedure and applicable fees;

WHEREAS, AS 34.08.590(a) requires a unit owner (home owner) to provide certain information to a potential purchaser of the owner's unit; and

WHEREAS, AS 34.08.590(b) requires the Association to respond to such written request and payment of an appropriate fee within ten (10) days of receipt of the written request and payment; and

WHEREAS, such information from time to time shall have to be updated;

The Association and Pioneer Management Services, Inc., shall provide by addendum to the existing management contract an amount which will be charged by the Association for the preparation of all information required for the Association to comply with AS 34.08.590. The addendum shall also set forth the cost of updating the certificate, if requested by the unit owner (home owner).

Duly adopted at a meeting of the Board of Directors of Blackberry Association, held on the 10 day of December, 1985.

Motion by: Joe Buckley Seconded by: Bea Ferguson

	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>Beatrice M. Ferguson</u> President	✓	_____	_____	_____
<u>Joseph A. Buckley</u> Vice President	✓	_____	_____	_____
<u>J. Victoria Kondor</u> Secretary	✓	_____	_____	_____
<u>[Signature]</u> Treasurer	✓	_____	_____	_____

ATTEST:

J. Victoria Kondor  
Secretary

DATED: December 10, 1985

(SEAL)

**BLACKBERRY CONDOMINIUM ASSOCIATION, INC.  
ADMINISTRATIVE RESOLUTION #5 (AMENDED)  
REGARDING INSURANCE DEDUCTIBLES**

WHEREAS, Article XX Section 1 of the Declarations of Blackberry Condominium Association, Inc. requires the Board of Directors to obtain and maintain fire with extended coverage insurance insuring the property and all parties in the amount of 100% replacement cost of the buildings and other improvements and public liability in an amount not less than One Million Dollars, and

WHEREAS, Insurance premiums required for such coverage are normally a common expense to be included in the regular assessments levied by the association; and,

WHEREAS, Article XIX, Section 1(a) of the Declarations state that individual owners are each responsible for maintaining their unit, "internal installations" within the unit and limited common areas subject to the owner's exclusive control; and,

WHEREAS, Article XIX, Section 1(b) of the declaration requires owners to reimburse the association for expenses of repairing common areas damaged through the fault of an owner or persons using the project under oath; and,

WHEREAS, the Board of Directors is concerned with the Association's insurance claim history, the cost of future insurance, and proper allocation of insurance deductibles; and,

WHEREAS, Article III, Section 2 of the Association's Bylaws charges the Board of Directors with the "administration, interpretation and enforcement" of the declaration and bylaws, and permits the Board to establish and enforce rules and regulation for operations, use and occupancy of the project; and,

WHEREAS, the original Administrative Resolution #5 regarding insurance deductibles is in need of updating to reflect the current status of the Association's insurance policies and deductibles, and

WHEREAS, the Board of Directors desires to clarify its policy with respect to insurance deductibles;

NOW, BE IT THEREFORE RESOLVED that the Board of Directors hereby adopts the following:

1. All insurance claims must be submitted through the Association Management Company. The Association Manager is the Primary source of authorization to forward claims to the Association's insurance carrier.
2. The Association will pay insurance deductibles in the event of any claim caused by an act of God or an unknown source originating from the common areas.
3. The deductible will be assessed against an individual unit owner whenever the claim is caused by the owner or his/her guests or lessee or when the cause originates within the individual's unit.
4. Notwithstanding the above, the insurance deductible shall be assessed directly against the applicable unit owner if the cause of the claim cannot be determined and the loss is related only to his/her unit.
5. Any unit owner who contests the source or cause of loss shall have the right to a hearing in front of the Board of Directors. The determination of the Board as to the cause of loss and allocation of the deductible shall be final.
6. Article XX, Section 1 of the Declarations allows each owner to purchase individual insurance policies for their own benefit. Homeowners are encouraged to verify the types of coverage in place through the Association master policy and to consider purchasing additional or supplemental insurance where prudent.

DATED this 9<sup>th</sup> day of January 2001 at Anchorage, Alaska

  
Secretary