

**CASTLES OF BRYN MAWR CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS**

Updated June 26, 2009

The following rules and regulations were formulated by the Board of Directors of the Association in the interest of the well being of all residents of the Castles of Bryn Mawr Condominiums. These rules are in accordance with the original and amended recorded Declaration of Covenants, Conditions and Restrictions and By-laws of the Association.

1. PARKING:

Parking is in "assigned areas" only. There shall be no parking of any vehicles parallel/alongside buildings located at 4838/40 and 4848/40 Bryn Mawr, nor in the space between these two buildings. (Please note this is a fire lane; emergency vehicles must be able to gain access to these buildings if needed; vehicles parked in violation will be towed away immediately at the owner's risk and expense).

There are no permanent parking areas available other than those carports (covered or uncovered) or garages assigned to each unit owner. Temporary "Visitor Parking" areas are not permanent parking areas for extra vehicles and should not be used in lieu of the assigned spaces on a permanent basis. Vehicles parked in these areas must be moved each 24 hour period.

There will be no parking of vehicles behind vehicles parked in the carport areas (tandem parking), in front of garages or at the bottom of the stairways except for brief periods for loading and unloading. Parking in this manner impedes emergency vehicles, blocks the neighboring garages and makes access to garages difficult. Vehicles parked in these areas are subject to immediate towing at the owners' risk and expense.

There is no recreational vehicle parking allowed. This includes all types of boats, trailers, campers, etc. Unused, unlicensed and/or inoperable vehicles will be towed away at the owner's expense. (See section 3, Article II of the Declaration, "Parking & Vehicular Restrictions").

Please advise your guests and tenants of these rules. Tenants are responsible for notification of their guests.

2. Laundry Rooms:

The laundry rooms are strictly the responsibility of the residents (owners and renters) of 4838/40 and 4848/50 Bryn Mawr. Maintenance of these laundry rooms is a shared responsibility.

To properly care for the facilities:

- Washers should be left empty with the lids **open** (after wiping any excess soap and lint from inside).
- Dryers should have the lint trap wiped out and replaced after each load is complete.
- Report difficulties to the management office, Bonanza Realty, 333-1244.
- Be sure to turn off lights and securely close the doors.
- Children are not allowed in the laundry rooms at any time without adult supervision.
- Monitor laundry and remove promptly after cycle completion. Clothes should be removed within 30 minutes or sooner after completion of cycle.
- Laundry room hours at 8:30 a.m. to 10:00 p.m. **LAST LOADS** should be started so that all washers and dryers are empty by **10:00 p.m.**
- Entryway doors should be locked when you leave to prevent problems from developing (vandalism, freezing of pipes, etc.)
- Use of laundry facilities is for residents only.

3. YARD AND/OR GARAGE SALES:

No yard, garage or parking lot sales are permitted without prior approval of the Board of Directors.

4. PROPER USE OF "COMMON AND LIMITED COMMON" AREAS:

- Common area: Those areas available for use by all residents
- Limited Common Area: Areas limited to use by occupants of specific units, ie, decks, carports, storage

Common and limited common areas are to be kept neat and orderly so as not to become unsightly or unsafe.

Personal items such as (boots, clothing, bikes, boxes, garbage, items stored in garbage bags, ladders, appliances, indoor furniture, non-approved building materials*, etc.) are not permitted in hallways, stairways, carports or decks (regardless of size). Firewood should be stored in your assigned storage area. During winter months, (November through April) it may be stacked neatly on your deck. It should not be stacked on lawn or yard areas.

*Building materials may be stored for short durations with the approval of the Board.

Decks: All decks are to be kept neat and free of visible or observable clutter. Appropriate outdoor furniture and décor is acceptable. Outdoor plants, flowers, etc., are to be maintained in a safe environment that does not interfere with neighboring units or common areas.

~~The Municipality of Anchorage regulations and CBM insurance provider prohibits the use of outdoor grills (other than electric) on decks in multi-family dwellings. Storage of non-electric grills is prohibited by the insurance carrier.~~

Children are not permitted to play in hallways and stairways.

Carports are for the purpose of vehicle parking only (see the 4th Amendment to the Declaration). There is **ABSOLUTELY NO STORAGE ALLOWED IN THE CARPORT AREAS.**

The Association does not provide cleaning services for the vacuuming and cleaning and of the common hallways, walkways or stairwells. It is recommended that neighbors take turns in completing this task.

Flammable items are not to be stored **ANYWHERE** on the premises (gasoline, paint thinner, etc.).

There is a **5 MPH** speed limit within the boundaries of our community.

5. UNATTENDED PETS:

Until such time as new pet regulations are adopted by the Association, the current regulation will remain in effect. Regulations apply to all residents of the Castles of Bryn Mawr and their guests.

Pets left unattended in the common or limited common areas (grounds, hallways, etc.) will not be tolerated. Pets must be kept on a leash being held by someone capable of controlling the pet. Any excrement should always be picked up immediately. At no time should pets be left outside on decks or in hallways where they constitute a nuisance and disturb others.

Regretfully, it has become necessary for the Board to implement fines for repeated violations of the regulation. Owners should be aware they are responsible for their tenant's actions.

6. RESIDENCE USE AND RESTRICTIONS (Article II of the Declaration)

"No noxious or offensive activities (including but not limited to, the repair of automobiles, shall be carried out upon the project. 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. **No loud noises permitted on the property. The Board of Directors of the Association shall have the right to determine if any noise or activity producing noise constitutes a nuisance.** No unit owner shall permit or cause anything to be done or kept upon the property which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other unit owners, nor will he commit or permit any nuisance on the premises, or commit or cause any illegal act to be committed thereon.. "it is added further that, as a good neighbor, you should take into consideration the rights of others keeping the volume of your stereos, TV, radios, turned down so they do not disturb your neighbors."

7. PLUMBING AND HEATING PROBLEMS:

Report plumbing or heating problems to the Management office, which can provide you with the name of the individual(s) presently under Association contract. It is important that you do not call your own plumber unless the problem is contained within your unit (plugged drain, leaking faucet, thermostats, etc.).

Problems associated with the boiler rooms and /or heating equipment will be handled by the Association's contractor.

Unless an emergency, any plumbing repair requiring water shut-off must be scheduled with the Management office first. Access to shut-off valves is limited and the entire building must be shut down. If you have any questions, please contact the Management office.

8. CONSERVATION OF HEAT:

During cold months when the garage heaters are turned on, it is necessary that the garage doors be shut immediately after entering or exiting. This is due to each garage containing "common" heating, and sewer pipes which will be adversely affected by the cold. **Thermostats are to be set at 50° or lower.** Residents with repeated occasions of open garage doors or exceeding the 50° restriction may be subject to imposed fines. It is suggested you contact your neighbor if you see their door is open. Please be conservative.

Heat should be conserved in common entries and laundry rooms. Please take care that doors are properly shut.

9. Security (COMMON ENTRYWAYS):

All outside "common" entryway doors should be kept closed at all times for security purposes as well as aesthetic reasons. Open doors "invite" problems.

10. DUMPSTER USE:

The dumpster is for use of the residents of the Castles of Bryn Mawr only. Trash is to be secured and disposed of in the dumpster. Larger boxes are to be broken down prior to putting into the dumpster. Building materials in large quantities are **not to be placed in or alongside the dumpster.** Large appliances are not to be placed by the dumpster.

11. VIOLATIONS:

The Board of Directors reserves the power to establish, make and enforce compliance with such additional rules and 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 and regulations.

On September 14, 1995, the Board of Directors adopted the attached schedule for fines for violations.

The application of terms in the above shall be interpreted by the Board of Directors as that which a reasonable person, under reasonable circumstances, would normally interpret the application of terms to be.

Adopted: April, 1991
Revised: September 1995
Revised: November 2006
Revised: June 26, 2009

FINE SCHEDULE

If a violation of the House Rules is noted, a letter will be sent to the violating homeowner giving them ten (10) days to correct the violation. Failure to comply will result in a fine of \$25.00 and each week of non-compliance, for the same violation, the fine increases in \$25.00 increments up to \$250.00. Once fines have accumulated to \$250.00 and the violation still has not been remedied, the Board, at its discretion, will determine any further action. Any costs incurred by the Association to remedy the violation will be at the unit owner's expense.

Late Payments:

Monthly - \$25.00 late fee if not paid by the end of the month. \$50.00 attorney fee letter if not paid within 30 days of the end of the month.

NSF/Stop Payment fee for any reason \$25.00

Unauthorized Storage:

Includes, but is not limited to, hallways, laundry rooms, open storage spaces, etc. (common areas) and carports, storage areas, decks, etc. (limited common areas)

First infraction – Written notice to remedy within 10 days

Any infraction thereafter - \$25.00 per week until remedied

Pets:

Includes but is not limited to, unsupervised pets, pets without a leash, failure to immediately clean up after the pet.

First infraction – Written notification (Only one warning will be issued).

Any infraction thereafter - \$25.00 per infraction and/or any costs associated with the legal removal of the animal from the premises.

NUISANCES:

Includes, but is not limited to, noise, noise producing activity, children playing in hallways, etc.

First infraction – written notification

Similar offense thereafter - \$25.00 fine each infraction

No warning will be issued for violating laundry room hours (See Section 2, "Rules and Regulations")

PARKING: Includes but is not limited to, tandem parking, parking in "No Parking" zones, inoperable vehicles, recreational vehicles.

First offense –Written Notification and/or parking violation sticker requesting remedy within 24-48 hours.

Any offense thereafter – Vehicle is subject to towing at owner's risk and expense WITHOUT WARNING.

No warning will be issued for tandem parking, parking in no parking areas, and/or blocking another's resident's vehicle and/or parking space. The vehicle will be immediately towed at the owner's risk and expense.

February 24, 1984

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CASTLES OF BRYN MAWR CONDOMINIUM ASSOCIATION

Delinquency Policy

(Adopted at Board of Directors Meeting, 2-23-84)

1. All assessments are payable on the first day of each month. There shall accrue with each delinquent assessment a late charge of \$10.00 per month, if not paid by the 25th of the month in which it becomes due. Late charges are assessed automatically on the 26th day of each month on all unpaid accounts. There are no exceptions.
2. At the expense of the Unit Owner, all Unit Owner accounts which are ninety (90) days delinquent will automatically be issued a written notice setting forth the amount of the unpaid indebtedness and the amount of accrued penalties thereon. A copy of the written notice will be sent to the Unit Owner's mortgagee, if applicable.
3. If all sums due the Association are not paid in full within 14 days of the Unit Owner's receipt of the aforementioned notice, a lien will automatically be filed against the defaulting Owner's Condominium Unit. The lien will be enforced by foreclosure or other legal action, at the option of the Board of Directors, thirty (30) days after recording of said lien.

The Owner shall be liable for all unpaid assessments, interest, and penalties and for all costs and expenses, including reasonable attorneys' fees, involved in collection of the sums due the Association.