

**MEADOW RIDGE CONDOMINIUM OWNERS' ASSOCIATION
HOUSE RULES**

THESE RULES ARE ADOPTED TO CLARIFY AND/OR HIGHLIGHT THE PROVISIONS OF THE COVENANTS OF THE MEADOW RIDGE CONDOMINIUM OWNERS ASSOCIATION

PARKING

1. Parking for residents is restricted to inside the garage units only. Exceptions must be cleared by the Board of Directors. **(ARTICLE IX, SECTION 10.)**

GARBAGE

1. The common areas are to be kept clean and neat. The association retains a contractor to maintain the lawns and shrubbery. In order to make our expenditure effective, efficient and economical, no refuse, trash, debris or materials of any sort may be kept under the front porches or on any part of the common area.

PETS

Meadow Ridge Condominium Association adheres to all state and municipal codes regulating pets.

1. All pets must be kept on a leash being held by a person able to control the animal while in the common areas.
2. All pet droppings shall be immediately removed by the owner.
3. Pets may not be tethered to outside structures. **(ARTICLE IX, SECTION 6.)**

NOISE

Meadow Ridge Condominium Association adheres to all state and municipal codes regulating noise.

1. No excessive noise is allowed on the premises, I.E. barking dogs, loud music, noisy parties. This includes loud radios played from vehicles while on the premises. All stereos, televisions and similar devices must be used in a reasonable manner so as not to disturb other residents, and must be used so as not to be heard outside of the unit after 10PM and before 7AM.

SPEED LIMIT

1. No speeding in the driveway areas.

STORAGE

1. No storage is allowed in the common areas.
2. Under-porch areas may house a garden hose, neatly stored, in summer; and firewood logs, neatly stacked during the year. All other personal material must be stored elsewhere.
3. Outside decks may not be used for storage. Only recognized deck furniture and grills are allowed on the outside deck areas.
4. Entryways must be hazard free and safe for passage.

HOMEOWNERS RESPONSIBILITIES


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1. Homeowners using their units as rental property will be held responsible for the actions of their tenants and must inform the tenants of all rules. A signed copy of these house rules must be tendered to the Board prior to the renters occupancy of the leased unit.

2. All lease agreements must be in writing. The lease must contain a provision signed by the tenant which states that the failure to comply in all respects with the provisions of the Declaration, the association Bylaws and the Rules and Regulations of the Association shall be in default under the terms of the lease. A copy of the rules and provisions shall be delivered to all tenants by their landlords. All unit owners shall notify the management agent or the board of Directors of the name, address and phone number of each tenant, number of persons allowed to occupy each unit, the length of the lease term and provide a copy of the lease to the management agent. **(ARTICLE IX, SECTION 9).**

This document supersedes all previously adopted House Rules for Meadow Ridge Condominium.

Adopted: 9/30/96
Effective: 11/1/96
Reviewed:



President
10 / 7 / 96

**MEADOW RIDGE CONDOMINIUM OWNERS' ASSOCIATION
HOUSE RULES**

Short Form Addendum to Residential Lease

Landlord: _____

Landlord Mailing Address: _____

Unit Address: _____

Landlord Ph #s: Hm: _____ His Wrk: _____ Her Wrk: _____

Tenant(s) Name(s): _____

Tenant Mailing Address: _____

Tenant Ph #s: Hm: _____ His Wrk: _____ Her Wrk: _____

of People residing in the unit: _____

Term of the Lease: Beginning _____ Ending _____

The landlord has provided to and the tenant has received a copy of the House Rules for Meadow Ridge Condominium. The tenant has read and understands the rules, and understands that the Covenants, By-laws and House Rules are incorporated into the lease, so that any violation of the Covenants, By-laws or House Rules is also a violation of the lease.

The tenant especially understands the requirements for noise control, garbage disposal, storage, parking, and pet control.

Landlord

Dated: ____/____/____

Tenant

Dated: ____/____/____

MEADOW RIDGE CONDOMINIUM ASSOCIATION

Administrative Resolution #3

DUE PROCESS

WHEREAS, Alaska Statutes, Section 34.08.320, (a) (11) provides that associations may, "after notice and an opportunity to be heard, levy a reasonable fine for violation of the declarations, bylaws, rules, and regulations of the association;" and

WHEREAS, the Bylaws of Meadow Ridge Condominium Association, Inc., in Article III, Section 2, provides that the Board of Directors shall have the powers and duties necessary to establish "reasonable rules and regulations as may be necessary for the operation, use and occupancy of this condominium project"; and

WHEREAS, for the benefit and protection of the association and of the individual member, the Board deems it desirable to establish and operate by a procedure to insure due process in cases where there is a question of compliance by a member, his family, guest, invitee or tenant with provisions of the Declaration, Bylaws or Board policies, thereby attempting to minimize the necessity of seeking action in or through a court of law; and

WHEREAS, it is the intent of the Board to establish procedures for the Board where it must take action relative to questions of compliance by an individual with the provisions of the governing documents and interpretive policies;

NOW, THEREFORE, Be it Resolved That any actions by the Board regarding covenant violations shall be in accordance with the following procedures:

Complaints of covenant violations shall be brought to the attention of the Association's manager by a member of the Board of Directors, an owner or renter, or by management inspection reports. If the manager concludes that the complaint appears well founded, the manager shall proceed as follows:

1. If the matter appears to be of major significance, it shall be referred immediately to the Board of Directors. In its discretion, the Board may turn the matter over to an attorney with instructions to enforce the rights of the Association in the Alaska courts.
2. Alternatively, the manager may proceed as follows:
 - A. A notice of alleged violation shall be prepared and served upon the alleged violator.
 - B. The notice shall specify in detail:

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- 1) The nature of the alleged violation and the specific covenant which is allegedly being violated.
 - 2) The date, time and place at which the manager shall consider and make a decision regarding the alleged violation. Said date shall be at least five (5) days from the date that the notice is served upon the alleged violator.
 - 3) The notice shall advise the alleged violator that he or she may be present at said meeting and present arguments or evidence in defense of the allegation.
 - 4) The notice shall advise the alleged violator that s/he may cure the violation prior to the meeting or may present evidence at the meeting as to his plans with regard to curing the violation.
 - 5) The notice shall advise the alleged violator of the penalties which may be imposed by the Association if it is determined that a violation exists.
- C. Service of the notice shall be completed by first class mail at the alleged violator's last known mailing address. Notice shall be presumed after five days posted if the letter is not returned by the Post Office. Posting of notice on the property shall be an alternate method of notice.
- D. At the time at which the alleged violation is to be considered, he manager shall provide the evidence of the alleged violation as presented, and from other interested persons. The alleged violator shall be given an opportunity to fully defend the allegations including providing evidence or argument with regard to the alleged violation. Thereafter, the manager shall consider all of the evidence and make a finding with regard to the alleged violation, based upon evidence presented at the meeting. If the manager desires, the meeting may be adjourned to allow the manager to view the location of the alleged violation. If the manager determines that a violation exists, it may withhold imposition of a fine if the alleged violator presents evidence which convincingly demonstrates that the violation will be cured within a reasonable period of time.
- E. The manager may recommend a fine for violation of a covenant in an amount not to exceed \$50.00 per day for every day that a violation occurs but said fine may not be imposed until the manager has

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formally determined that said violation exists. Said fine shall be an assessment against the owner's property.

- F. Once the manager has determined, after notice and hearing, that a violation of a specific provision of the governing documents or interpretive policies has occurred, successive violations of the same covenant by the same owner or his guests, lessees, or invitees, shall immediately reinstate (without further notice and hearing), a similar fine, if proof exists of the repeat violation. "Adequate proof" will consist of a photograph of the violation, or verification of two or more witnesses to the violation.
3. Any owner accused of a violation, may, after the hearing before the manager, appeal that decision to the Board of Directors. By returning within five days the letter which gives notice of the hearing's decision, an appeal will automatically be filed, and will be on the agenda for the next meeting of the Board of Director.
- At the appeal before the Board, the Board shall proceed with the hearing in the same way the original hearing was carried out, as specified in 1,D above. The decision of the Board shall be final.
4. Whether or not there is an appeal from the decision by the manager, the Board of Directors shall review and ratify the findings of the hearing officer at the next meeting of the Board of the Directors.
5. Inappropriate parking of private or commercial vehicles anywhere on the common areas, in addition to being subject to these "Due Process" procedures, may also be enforced under the provisions of AS 28.11.020, and AS 28.11.030, which prescribe the basis for removal and impound of vehicles from private property.

Accepted for Review: July 22, 1996

Adopted by Board Action: August 19, 1996

Effective Date: November 1, 1996



President 10/7/96

**MEADOW RIDGE CONDOMINIUM ASSOCIATION
COVENANTS, CONDITIONS, & RESTRICTIONS
ENFORCEMENT**

WHEREAS, Alaska Statutes, Section 34.08.320 (a) (11) provides that associations may, "after notice and an opportunity to be heard, levy a reasonable fine for violation of the declarations bylaws, rules, and regulations of the association" and

WHEREAS, certain provisions in these CCR's are more often violated than others, the following sections are printed specifically, but are not intended to exclude any of the other provisions therein:

Article IX. Sections 5, 6, 7, 9, & 10.

Section 5. No Unauthorized Additions, Alterations or Decorations.

No additions, alterations, or decorations to any common area, including those exterior common areas designated as limited common areas, shall be commenced, erected or maintained without prior written approval of the Board of Directors as to conformity or external design and location with the existing structures in the project

Section 6. Animals. The Association may, by rules and regulations, prohibit or limit the raising, breeding or keeping of animals on the common areas or any part thereof, subject to approval by the majority.

Section 7. Temporary Structure. No temporary structure, boat, truck, trailer, camper or recreation vehicle of any kind shall be used as a living area while located on the project; however, trailers or temporary structures for use incidental to the initial construction of the improvements on the property may be maintained thereon, but shall be removed within a reasonable time, upon completion of construction of the project.

Section 9. Renting, Leasing. With the exception of a lender in possession of a condominium unit following a default on a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no owners shall be permitted to rent or lease a condominium unit for transient or hotel purposes. No owner may lease or rent less than the entire condominium unit. Any lease or rental agreement shall provide the terms thereof shall be subject in all respects to the provisions of the Declaration and the Bylaws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease or rental agreement. All leases and rental agreements shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any owner to lease or rent a condominium unit.

Section 10. Parking and Vehicle Restrictions. No vehicle which shall not be in an operating condition shall be parked or left on the property subject to this Declaration other than in the parking space designated as belonging to a unit and that unit owner is the owner of the vehicle. There shall be no exposed storage of trailers snowmobiles or recreation vehicles of any nature on any portion of the property for either a temporary or permanent period by any owner, lessee or occupant. However, guests of owners, lessees or occupants may park recreational vehicles on the property on a temporary basis only. Guest parking areas are located in the common areas and shall be supervised by the Board of Directors.

It is expressly understood by all purchasers of units that the limited common areas and common areas of parking on the south side of the property and as is more fully shown by the survey maps and floor plans for the project has easements running across said parking and in the event that sewer, storm drain or electrical work had to be done, temporary non-use of said parking could occur for work or digging or for whatever easement owners deem reasonable.

WHEREAS, certain provisions in these Bylaws are more often violated than others, the following sections are printed specifically, but are not intended to exclude any of the other provisions therein:

Article VIII. Sections 1 & 2.

Section 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 as authorized by the Board of Directors.
- (b) All 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.
- (c) It is prohibited to hang or dust garments, rugs, etc. from the windows or from any of the facades of the property.
- (d) Parents shall be responsible for all damage to the common areas caused by their children, while such damage was caused by the negligence or willful act of the child.
- (e) No illegal use shall be made of the premises.
- (f) If any resident shall keep a dog or other pet in his 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 signed by a majority of the 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. Such pet shall never 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 unit owner or occupant shall, without the written approval of the Board of Directors, install any wiring for electrical or telephone installations, television antenna, machines or air condition 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 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 or the Managing Agent 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 condominium project with the right to amend the same from time to time.

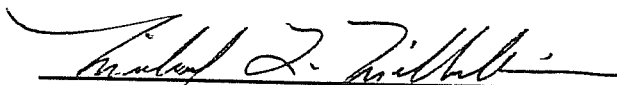
Section 2. Repair and Maintenance. The owners of the units shall be responsible for certain repairs as set forth in the Declarations.

FINE PROCEDURE

1. Warning Letter
2. \$ 50.00
3. \$100.00
4. \$200.00
5. Legal Action - the fines double with each reoccurring offense.

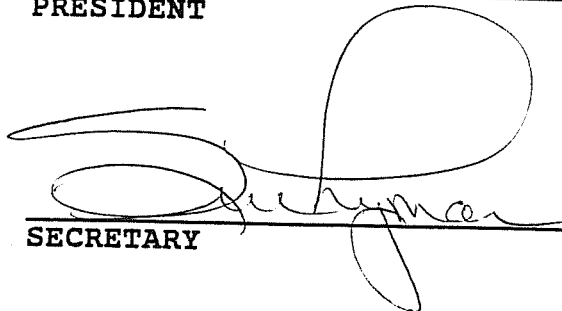
ALL FINES MAY BE APPEALED AT THE NEXT SCHEDULED MEETING OF THE BOARD OF DIRECTORS.

BY:



PRESIDENT

ATTEST:



SECRETARY