

E A S T Q U A R T E R C O N D O M I N I U M

A S S O C I A T I O N A D M I N I S T R A T I V E

R E S O L U T I O N # 1

Be it resolved that out of concern for the safety, convenience, and welfare of the Association and its Homeowners and residents, the Association will permit the use of storage cabinets in the limited-use common areas assigned to Homeowners for vehicle parking with the understanding that all costs related to the storage cabinets are the sole responsibility of the Unit owner. These storage cabinets may be used, at the sole risk of the Unit owner or tenant, for the storage of personal property belonging to the Unit owner or resident. The storage of caustic chemicals, flammable liquids, explosives, and other hazardous materials of any kind are absolutely prohibited. The Board of Directors retains the right to enter and inspect the contents of any storage cabinet at any reasonable time and to remove for disposal, without notice, any prohibited materials.

Approval is granted to install free standing metal storage cabinets placed flush against the head of the stall (Parking Bay) for that Unit in accordance with this resolution. Plans for any other cabinet type, style, or design must be submitted to the Board for approval prior to their installation or modification on any common or limited common-use including garages and deck areas. It is the intent of the Board to require metal storage cabinets to be of a standard type and that existing non-complying storage units, if installed, be removed over a period of time deemed reasonable by the Board.

By:/s/Robert Emmert Gray, President

Attest:/s/Bill Davis, Secretary

Accepted for Review:- - - - - 11/27/91
Adopted by Board Resolution:- 11/27/91
Published to Owners:- - - - - 12/11/91
Effective Date: - - - - - 01/01/91

E A S T Q U A R T E R C O N D O M I N I U M

A S S O C I A T I O N A D M I N I S T R A T I V E

R E S O L U T I O N # 2

As per ARTICLE II, Section 4, of the Declaration of Covenants, Conditions and Restrictions entitled "Nuisances," be it resolved that common and limited common areas, such as garages and parking areas, are for the use of parking passenger vehicles designed for use on public roads. Vehicles may be stored for a period not to exceed thirty (30) days. A stored vehicle will be subject to towing at the owners expense.

Vehicle modifications (including any repair or maintenance activity) at or about any common or limited common area requiring or resulting in the discharge of motor fuel, lubricants, and/or other fluids which creates a nuisance or hazard to life, safety or to property of the Association or its Homeowners and residents, is prohibited.

By:/s/Robert Emmert Gray
President

Attest:/s/Bill Davis
Secretary

Accepted for Review: - - - - - 11/27/91
Adopted by Board Resolution: - 11/27/91
Published to Owners: - - - - - 12/11/91
Effective Date:- - - - - 01/01/91

E A S T Q U A R T E R C O N D O M I N I U M
A S S O C I A T I O N A D M I N I S T R A T I V E
R E S O L U T I O N # 3 - D U E P R O C E S S

WHERE AS, ALASKA STATUTES, SECTION 34.08.320, (a) (11) provides that Association may "after notice and an opportunity to be heard, levy a reasonable fine for violation of the Declaration, ByLaws, Rules and Regulations of the Association," and

WHERE AS, ARTICLE IV, Section 1(e) of the ByLaws of East Quarter Condominium Association grants that the Board of Directors "shall adopt administrative rules and regulations governing the administration, management, operation and use of the Project and the common areas and facilities, and to amend such rules and regulations from time to time."

WHERE AS, for the benefit and protection of the Association and of the individual members, 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 the 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

WHERE AS, it is the intent of the Board to establish procedures for the Board when 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 and designated committees regarding covenant violations shall be in accordance with the following procedures:

Complaints of covenant violations shall be brought to the attention of the Board or its representatives who shall investigate the complaint and report the results of the investigation to the Board at a meeting of the Board. If the Board member who reports the alleged violation to the Board indicates that the complaint appears to be well founded the Board shall proceed as follows:

1. 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 Board may proceed as follows:

E A S T Q U A R T E R C O N D O M I N I U M

A S S O C I A T I O N A D M I N I S T R A T I V E

R E S O L U T I O N # 3 - D U E P R O C E S S

A. A written notice of alleged violation shall be prepared and served upon the owner of record of the Unit from which the violation originated.

B. the notice shall specify in detail:

1. The nature of the alleged violation and specific covenant which is alleged being violated.

2. The date, time and place at which the Board shall consider and make a decision regarding the alleged violation. Said date shall be at least ten (10) 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.

The notice shall advise the alleged violator that he or she may cure the violation prior to the meeting or may present evidence at the meeting as to his/her plans with regard to curing the violation.

The notice shall advise the alleged violator of the penalties which may be imposed by the Board if it is determined that a violation exists.

C. Services of the notice shall be completed upon depositing the notice in the United States Mail certified, return receipt requested. A reasonable effort shall be made to personally serve the notice upon the alleged violator.

D. At the meeting at which the alleged violation is to be considered, the Board shall hear evidence from the Board member, managing agent, or other interested parties who have investigated the alleged violation. 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 Board 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 Board desires, the meeting may be adjourned to allow the Board to view the location of the alleged violation. If the Board 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 A S T Q U A R T E R C O N D O M I N I U M

A S S O C I A T I O N A D M I N I S T R A T I V E

R E S O L U T I O N # 3 - D U E P R O C E S S

E. Pursuant to AS 34.08.320 (a) (11), the Board may impose a fine for violation of a covenant in an amount not to exceed \$5.00 per day for every day that violation occurs but said fine may not be imposed until the Board has formally determined that said violation exists. Said fine shall be an assessment against the owner's property.

By:/s/Robert Emmert Gray
President

Attest:/s/Bill Davis
Secretary

Accepted for Review:
Adopted by Board Resolution:
Published to Owners:
Effective Date:

E A S T Q U A R T E R C O N D O M I N I U M
A S S O C I A T I O N A D M I N I S T R A T I V E
R E S O L U T I O N # 4
F I N E S

The following schedule of penalties has been established for the enforcement of these House Rules. This schedule is a guideline which the Board of Directors will follow, however, extreme circumstances may warrant action different than the schedule. A majority vote by the board of Directors is required to initiate a warning or fine.

Fines will be levied against the Homeowners of record, will be payable to the East Quarter Association, and will be billed with the regular monthly Association dues. Failure to pay a fine may result in the placement of a lien on the Owner's property.

SCHEDULE OF FINES FOR THE ENFORCEMENT
OF EAST QUARTER HOUSE RULES

| | |
|---------------------|--------------------|
| First offense..... | Warning issued |
| Second Offense..... | \$ 25.00 Fine |
| Third Offense..... | \$ 50.00 fine |
| Fourth Offense..... | \$ Removal of Item |

=====

Vehicles found in violation of the Association Regulations will be subject to towing at the owner's expense.

=====

Examples of the more common rules requiring enforcement are:

1. Nuisance pets, or failure to leash pets.
2. Misuse of parking areas.
3. Responsibility for Children, Guests, or Tenants.
4. Disturbances involving conduct and/or noise.
5. Misuse of Garages.

By: _____
President

Attest: _____
Secretary

Accepted for Review:
Adopted by Board Resolution:
Published to Owners:
Effective Date:

19 February 1995

E A S T Q U A R T E R C O N D O M I N I U MA S S O C I A T I O N A D M I N I S T R A T I V ER E S O L U T I O N # 5USE OF OUTDOOR COOKING DEVICES

Whereas, the ByLaws of East Quarter Condominium Association, Inc. grants to the Board of Directors the powers and duties necessary for the administration of the affairs of the Association, including the establishment of such reasonable rules and regulations as may be necessary for the operation, use and occupancy of this Project, and

Whereas, it is the duty of the Board of Directors to exercise any and all expressed powers of the Association to maintain the peace, health, comfort, safety and general welfare of the Unit owners, Tenants and their guests, and

Whereas, the Board of Directors have determined that there is a need to establish and publish policies concerning the type and use of outdoor cooking devices:

NOW THEREFORE, BE IT RESOLVED THAT THE POLICY FOR THE USE OF OUTDOOR COOKING DEVICES BE AS FOLLOWS:

1. The use of Charcoal, canned fuel, gasoline or kerosene cooking grill/devices is PROHIBITED anywhere on or within the East Quarter Condominium premises.
2. Only the use of commercially approved 4.7 gal bottle gas propane or electric cooking grills is AUTHORIZED and must be used only on the individual unit exterior decks of the Condominium building.
3. The use of starter fluids, heat or smoke generating fluids of additive materials, designated to add smoke generation capability during the cooking process, is strictly PROHIBITED.
4. The storing of spare propane bottles, whether containing fuel or not, is PROHIBITED anywhere on the East Quarter Condominium premises.
5. This policy becomes effective NOVEMBER 1, 1994.

6. Enforcement of this policy will be handled through the same processes as other rules enforcement.

| | |
|----------------------------|----------|
| Accepted for Board Review: | 10-21-94 |
| Adopted by Board Action: | 10-24-94 |
| Published to Homeowners: | 10-24-94 |
| Effective date: | 11-01-94 |

26 April 1995

E A S T Q U A R T E R C O N D O M I N I U M
A S S O C I A T I O N A D M I N I S T R A T I V E
R E S O L U T I O N # 6

A S S E S S M E N T S A N D C O L L E C T I O N S

WHEREAS, the ByLaws of East Quarter Condominium Association, Inc., in Article IV, Section 2, grants to the Board of Directors the powers and duties necessary" to administer the affairs of the Association and the Project", including the powers to "formulate policies for the administration, management and operation of the Project and the common areas and facilities thereof", and "to estimate the amount of the annual budget and to provide the manner of assessing and collecting from the owners their respective shares of such estimated expenses," and

WHEREAS, Article VI, Section 1, of the Declaration provides that "all unit owners shall pay all common expenses and all applicable special assessments and capital improvements" and "each installment of an assessment shall become delinquent if not paid on or before thirty (30) days from the date upon which it becomes due": and

WHEREAS, Article VI, Section 2, of the Declaration provides that "there shall accrue with each delinquent assessment a late charge of FIVE DOLLARS (\$5.00) together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association"; and

WHEREAS, there is a need to establish and publish orderly procedures for the collection of assessments which remain unpaid past the due date, since delinquent assessments pose a serious financial and administrative burden on the Association, and

WHEREAS, it is the intent of the Board of Directors to establish steps for the collection of assessments:

Now THEREFORE, BE IT RESOLVED THAT the procedures for collection of assessments be as follows:

1. Each monthly assessment is due and payable on the first day of each month and is delinquent thirty (30) days after the due date.
2. Delinquent accounts not paid by the last day of each month will be assessed a five dollar (\$5.00) late charge. An additional five dollar (\$5.00) charge will be made each month thereafter until the account is paid current.

ADMINISTRATIVE RESOLUTION #6 (Continued)

3. When an account becomes delinquent (i.e, 30 days past due), a 10-Day Demand Letter* will be sent to the Homeowner. An administrative fee of \$15 will be charged to the Homeowner for each of these letters, and will be added to the account's delinquent balance.

* A 10-Day Demand Letter is a legal document giving a delinquent Homeowner 10 days to pay all past due accounts. If the account is not brought current within the 10 days, legal action will ensue.

4. Small Claims action may be initiated on accounts which become delinquent. After a judgment has been obtained, execution will be initiated through an appropriate legal channel. All costs incurred as a result of legal action and collection shall be charged to the delinquent owner.

5. On past due accounts, foreclosure proceedings may be initiated under the provisions of AS 34.07 in a timely fashion so that the collection rights of the Association will be effectively protected.

6. Administrative and legal costs to the Association for collection action shall be charged to the delinquent owner as a special assessment against that Unit.

Robert Emmert Gray, President
Date: 01/20/95

Accepted for Review: 2/21/95
Adopted by Board Action: 2/21/95
Effective Date: 4/1/95