

**CRESTVIEW HOMEOWNERS ASSOCIATION INC.
ADMINISTRATIVE RESOLUTION
NUMBER 2003-1
SHEETROCK REPAIRS**

Crestview Homeowners Association, Inc. as formed in 1977. As a condominium organized under the Horizontal Property Regimes Act (A.S. 34.07), it contained the typical provisions for repair and maintenance.

The Act (A.S. 34.07.450(1)) describes the boundaries of a unit as "the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof". The Association's Bylaws, Article VI, Section 2., Maintenance and Repair, reads as follows:

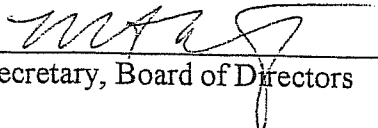
- (a.) Every owner must perform promptly all maintenance and repair work within his unit, which if omitted would affect any other party of the project, and is expressly responsible for damages and liabilities his failure to do so may cause.
- (b.) All the repair and replacement of internal installations of the unit, such as water, light, power, sewage, telephones, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit shall be at the owner's expense.
- (c.) An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas and facilities damaged through his fault or that of his tenant or other permitted occupant of his unit.

The Association has, from time to time, made repairs to cracks in sheetrock within units, when the cracks appear to be caused by building movement or structural support. In most instances, these repairs have been made when there are major cracks that appear.

So that all owners are able to evaluate this type of situation within their units, and so that management will have clear guidelines to use in providing service to the owners and the Association, the Board has issued the following directive for sheetrock repairs within units:

When the sheetrock on the perimeter walls or ceiling within units is damaged by stress resulting from changes in the building (as opposed to exterior force or physical contact), the Association will provide for the repairs to the sheetrock, and texturing the wall or ceiling to match as closely as possible the surrounding walls or ceiling – i.e., paint, paneling, wallpaper, etc. – shall remain the responsibility of the unit owner.

Adopted by the Board of Directors:
May 12, 2003


Secretary, Board of Directors

5/12/03
Date

CRESTVIEW HOMEOWNERS ASSOCIATION
Administrative Resolution #2
Assessments and Collections

WHEREAS, the Bylaws for Crestview Homeowners Association, Inc., in Article IV, Section 2, provide that the "Board shall have the powers and duties necessary for the management of the affairs of the Association and the project, and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the members"; and

WHEREAS, the Bylaws, in Article IV, Section 3 provide that the Board shall be responsible for "collection of monthly charges, assessments and contributions from the members"; and

WHEREAS, the Bylaws, in Article VI, Section 1 provide that "the Board shall estimate the annual budget", and that "[t]he annual budget shall be assessed and billed to the Owners pro rata according to each Owner's percentage interest in the common elements as set forth in the Declaration", and that "[e]ach unit's annual assessment is payable in twelve equal monthly charges"; and

WHEREAS, the By-laws, in Article VI, Section 1 further provide that "[a]ll charges shall bear interest at the then maximum lawful rate or at twelve percent per annum (whichever is less) from due date until paid"; and "[i]n the event any Owner is delinquent in the payment of any monthly assessment for a period in excess of thirty days, the Association is authorized to sever or disconnect all utility connections to his unit paid by the Association, and to accelerate and declare presently due all charges as yet unpaid for the entire balance of the fiscal year"; and

WHEREAS, there is a need to establish and publish orderly procedures for the collection of assessments which remain unpaid past their 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 on the last day of the month. After January 1, 1997, the assessments shall become delinquent after the sixteenth (16th) day of the month.
2. Accounts not paid in full by the last day of the month in which they were billed will be assessed a ten dollar (\$10.00) late charge, plus interest on the past due balance at the rate of 12% per annum. An additional ten dollar (\$10.00) charge plus interest will be made each month thereafter until the account is paid current.


CRESTVIEW HOMEOWNERS ASSOCIATION

B.19

Administrative Resolution #2
Assessments and Collections

3. Whenever an Owner account becomes 30 days past due for the second time in any year, or if an account becomes 60 days past, the remaining unpaid installments for the year's assessment shall be due and payable in full.
4. On past due accounts, a First Notice of Delinquency letter shall be sent when an account is 30 days past due, and a Notice of Acceleration letter shall be sent when an account is 30 days past due for the second time, or becomes 60 days past due. An administrative fee of \$15 will be charged for each of these letters, and will be added to the account's delinquent balance.
5. Small Claims action may be initiated on any account which becomes delinquent in excess of \$400.00. 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.
6. On past due accounts, foreclosure proceedings may be initiated under the provisions of AS 34.08.470 in a timely fashion so that the collection rights of the Association will be effectively protected.
7. Administrative and legal costs to the association for collection action shall be charged to the delinquent owner as a special assessment against that unit.

Accepted for Review: 3/14/96
Adopted by Board Action: 4/15/96
Effective Date: 6/1/96



Board President
Date: 4/29/96

CRESTVIEW
BOARD OF DIRECTOR POLICY ON GAS CONVERSION
ELECTRIC REIMBURSEMENT TO THE HOMEOWNERS

It is hereby agreed that the homeowners whose electric meter is used to supply power to the main boiler room will receive a reduction in the monthly assessment based on reasonable estimates.

The members have read and agree upon this policy at the meeting of January 26, 1989.

Signature:

Perry K. Jones
President

Signature:

Bob Hill

CRESTVIEW
BOARD OF DIRECTORS POLICY ON GAS CONVERSION
EQUIPMENT/ROOM RESPONSIBILITY

It is hereby agreed that the Association will be responsible for the equipment located in the boiler room portion of the crawl space, and pipes up to each unit. Homeowners are responsible for all other types of heating equipment. Homeowners are not permitted to tamper with, adjust, etc., any equipment under the responsibility of the Association. If a problem develops related to the equipment in the boiler room the homeowners must notify the Association. A contractor with experience in servicing the equipment will be requested to respond to the complaint. If there are any questions, the homeowners need to address the Association or it's agent.

The members have read and agree upon this policy at the meeting of January 26, 1989.

Signature:

Penny K. Akins
President

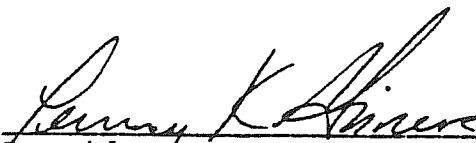
Signature:

Bale Wil

CRESTVIEW
BOARD OF DIRECTORS POLICY ON GAS CONVERSION
INA FUNDS

It is hereby agreed that the Association will use the INA settlement monies, approximately \$28,166.00, to fund a portion of the conversion. These funds are represented by \$17,000 held in trust by the Association for future claims by previous homeowners and \$11,166 held by Bill Rice in trust for the Association. The funds held by Bill Rice have not yet been released. Should any claims be filed for the INA funds by a homeowner, the Association shall, in the form of a special assessment to the existing homeowners, pay any valid claim. The balance of the Association's portion for the gas conversion shall come from the reserves, of which the Association intends to replenish by an increase in assessments when necessary in the annual budget of the Association.

The members present have read and agreed upon this policy at the meeting of January 26, 1989.

Signature: 
President

Signature: 

**CRESTVIEW
BOARD OF DIRECTORS POLICY ON GAS CONVERSION
HOMEOWNER RESPONSIBILITY FOR CONVERSION TO BASEBOARD HEAT**

It is hereby agreed that the homeowners who wish to convert to baseboard heat at a later date must meet the minimal requirements of:

1. Notice to the Association and plans submitted prior to the conversion to baseboard heat so that the gas assessment can be adjusted reflecting their portion of the increase in gas usage.
2. The contractor must be licensed, bonded, and a certificate of insurance must be issued to the Association along with having all the necessary Municipality of Anchorage permits and inspections.
3. The homeowners will be held liable for any damages to the building, equipment, etc., by their contractor.
4. Failure to comply will be reported to MOA as a violation. Homeowners will be held responsible for any cost incurred by the Association for failing to comply with items 1 through 3.

The members have read and agree upon this policy at the meeting of January 26, 1989.

Signature:

Perry K. Jones
President

Signature:

Bob E. Hill

**CRESTVIEW
INSURANCE DEDUCTIBLE POLICY**

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 judgement, has agreed to a \$1,000 deductible; and

WHEREAS the Board of Directors is of the opinion that it would be inequitable for the Association to pay the deductible either 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 deductible shall be the responsibility of the Association in the event of a claim caused by an act of God or an unknown source which was created or started in the common elements;
2. The deductible shall be the responsibility of the homeowner when the cause of the claim originates from or is caused by the act or omission of the homeowner, his guests or lessee; or from within or from the appliances and fixtures therein. Subject to Board of Directors discretion.
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.

Adoption Date: April 14, 1988

Amended Date: May 18, 1988