

**RULES OF**  
**BIG LAKE RESORT CONDOMINIUMS**  
**(Public Offering Statement Exhibit C)**

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RULES OF  
BIG LAKE RESORT CONDOMINIUMS OWNERS ASSOCIATION, INC.

(Note: Terms initial capitalized terms are defined in Article I of the Declaration.)

The following Rules apply to all owners and occupants of Units.

ARTICLE I

Use of Units

Section 1.1 - Occupancy Restrictions. Each Unit is restricted to residential use as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, and non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more permanent occupants than two per bedroom.

Section 1.2 - No Commercial Use. Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising be maintained or permitted on any part of the Common Elements or any Unit. Except for Units 306 and 307, no Unit shall be used or rented for transient, short-term, hotel or motel purposes.

Section 1.3 - Unit Deck, Patio and Window Areas. Unit Owners shall exercise extreme caution and ensure that items located within or on their Limited Common Element deck or in a Unit window area, are securely fastened so as not to drop or fall from their location.

(a) Equipment including satellite dishes or satellite antennae and personal property and plants, shall not protrude beyond the deck boundary nor be placed on or hung from a deck railing.

(b) Flammable materials or appliances, including but not limited to barbecue units, smokers, portable fireplaces or fire-pits are expressly prohibited on Unit decks.

(c) Barbecue units situated on concrete patio areas are permitted.

(d) Plants on plant shelves are permitted within deck areas provided they do not exceed the height of the deck rail. Plants may be hung within the boundary of the deck area and must be securely anchored so as not to create a safety hazard. Such visible hanging plants on a deck must not have an offensive appearance and dead plants are not permitted.

(e) Storage of bicycles and gym equipment, boxes, tires, ladders, cleaning supplies (such as mops), garbage, trash containers, appliances (such as refrigerators) and storage cabinets is prohibited on Unit decks and patios.

(f) No article, such as towels, rugs, or clothing may be hung or shaken from a deck or window. Air conditioners are expressly prohibited in window locations.

(g) No shades or blinds may be hung from a deck or within the deck area.

(h) No light fixtures may be installed on a deck except Association approved light fixtures and temporary holiday lights commencing the day after Thanksgiving and shall be removed no later than February 1st.

Section 1.4 – Window Coverings and Displays Outside Units. Unit Owners shall install only window coverings which are white, neutral or light in color when viewed from the outside. No window shall be covered with garments, sheets, blankets, aluminum foil or similar materials. Temporary holiday lights commencing the day after Thanksgiving and shall be removed no later than February 1st.

Section 1.5 - Painting Exteriors. Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building. It shall be the responsibility of the Owners Association to paint the exteriors of all Units.

Section 1.6 – Unit Maintenance. Each Unit Owner shall keep their Unit and the Limited Common Elements that they are responsible to maintain, in a good state of preservation and cleanliness.

Section 1.7 – Antennas and Satellite Dishes.

(a) Federal Communications Regulations. In accordance with Federal Communications Commission (“FCC”) Regulations, under the Telecommunications Act of 1996, Unit Owners are permitted to install a satellite dish or receiving antenna within their Units. The Declarant is permitted by FCC Regulations to impose reasonable restrictions relating to installation on the Common Element roof or within the boundary of a Limited Common Element deck area. Unit Owners who choose to place a single satellite dish on the Common Element roof directly over their Unit or within their deck area shall comply with the following restrictions as a condition of installing such equipment. The intent is to permit satellite dish or antenna installation and concurrently maintain the existing architectural integrity, harmony of general design and character of Big Lake Resort Condominiums.

(b) Color Options. Satellite dish color shall be neutral tones of gray only. No commercial advertising on the Satellite Dish itself is permitted other than the brand name.

(c) Satellite Placement and Wiring. Roof or deck penetration providing satellite wiring connectivity to the satellite dish shall be completed in a professional workmanlike manner by a licensed bonded and insured installer, approved by the Association and such approval shall not be unreasonably withheld. Installation shall not interfere with cable, telephone or electrical systems of neighboring Units.

(d) Location. A satellite dish installed on the roof shall be installed so as not to protrude beyond four feet (4') above the roof line of the Unit. A satellite dish or antenna installed within a Unit deck area shall not be placed on or hung from a deck railing or protrude beyond the Limited Common Element deck or patio boundary. Installation in or on the Common Elements, except upon the roof is strictly prohibited.

(e) Maintenance. No satellite or antenna installation on the roof or deck areas shall be permitted to fall into disrepair or to become unsightly. Unit Owners have the sole responsibility of maintaining the installation and repair of their satellite dish, antenna and related equipment. In the event that a satellite dish or antenna installed on the roof or deck areas by the Unit Owner becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired at the Unit Owner's expense.

(f) Removal and Damages. If a satellite dish, antenna and other related equipment is removed, any damage to the Common Elements or Limited Common Elements of the Unit must be repaired. The Owners Association may repair damages not repaired by the Unit Owner and assess reasonable costs against the Unit Owner. Upon the sale and transfer of a Unit that includes a satellite dish as part of the sale transaction, the new Unit Owner shall assume responsibility for the existing satellite dish or antenna.

Section 1.8 – Recreation Equipment. Basketball hoops, backboards, baseball cages, volleyball nets and recreation apparatus shall be portable and stored out of sight from the street and other adjoining Unit Owners during the winter season. No permanent basketball hoops, backboards, baseball, soccer or hockey cages or recreation apparatus may be attached to the Common Elements without the approval of the Board.

Section 1.9 – Mailboxes and Newspaper Tubes. Unit Owners shall use cluster mailboxes approved by the U.S. Postal Service and provided for the Community. Newspaper stands and receptacles are not permitted on the exterior of the cluster mailboxes or Units.

## ARTICLE II

### Use of Common Elements

Section 2.1 – Common Elements. The following activities are prohibited on Community Common Elements.

(a) No overnight camping is permitted and no tent or other shelter may be erected.

- (b) No private gardens are permitted on the Common Elements.
- (c) No equipment or household items may be stored on Common Elements.
- (d) No noxious or offensive activities shall be carried out on Common Elements, nor shall anything be done therein which may become an annoyance or nuisance or cause unreasonable embarrassment or disturbance to Community enjoyment of Common Elements, including, but not limited to barking dogs.
- (e) Unit Owners shall be liable for all damages resulting from their actions on Common Elements.
- (f) The use of the Common Elements shall be governed and approved by the Executive Board.

Section 2.2 - Signs. Except for Common Element monument and parking signage, no signs whatsoever shall be displayed to the public view except a sign of not more than five (5) square feet advertising the property for sale or rent, or a sign used by the Declarant to advertise the Property during the Unit sales period.

Section 2.3 - Proper Use. Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

Section 2.4 - Alterations, Additions or Improvements to Common Elements. No changes may be made to the Common Elements without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any.

Section 2.5 - Water and Sewer. No individual well, water system, or septic system shall be allowed. To preserve and minimize potential damage and deterioration to the sewer and water lines, Units Owners shall not pour grease, oils or cooking fat residues into sinks, garbage disposal units or other drains. No diapers, sanitary napkins, newspapers, solid rags or paper towels are to be disposed in toilets. No used oil, oil-based paints, solvents or other chemicals are to be disposed into the Community sewer lines, storm drains or drainage ditches.

Section 2.6 - Utility, Drainage Easements and Septic System. The obstruction or re-channeling of drainage flows after the original location and installation of drainage swales, sewers, or septic system infrastructure is not permitted. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat attached to the Declaration. No structures, plantings or other materials shall be placed or permitted in easement areas or areas which may damage or interfere with the installation and maintenance of the on-site septic system or utilities or which may change the direction of water flow through drainage channels.

### ARTICLE III

#### Actions of Owners and Occupants

Section 3.1 - Annoyance or Nuisance. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done therein which may become an annoyance or nuisance to the neighborhood. All vehicles, motor bikes, motorcycles, recreational vehicles and equipment shall have operable mufflers. Motor bikes, motorcycles and automobiles shall have operable mufflers. Use of snow machines, three wheelers or four wheelers, all terrain vehicles or motorcycles within the Community is limited to ingress and egress of Property. Unit Owners permitted to have Pets shall contain or control their animals to the extent necessary to prevent their becoming a nuisance to other Unit Owners, including, but not limited to barking dogs.

Section 3.2 - Compliance with Law. No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Alaska, and all ordinances, rules and regulations of the Matanuska Susitna Borough. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 - Pets. No animals, livestock, or poultry shall be kept on a Unit except that domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets, provided they are not kept, bred, or raised for commercial purposes or in unreasonable quantities. Due to health, safety and infestation concerns, the following animals are prohibited as pets; reptiles, rodents, insects, rabbits, ferrets and pigs.

(a) Two (2) domestic pets, being either two (2) dogs or two (2) cats or one (1) dog and one (1) cat, of gentle disposition may be kept in a Unit.

(b) Unit Owners shall hold the Association harmless from all claims resulting from the actions of their pet. No vicious dog (as defined by the Matanuska Susitna Borough [MSB] Code of Ordinances) shall be kept on the Property.

(c) No pet is permitted on any portion of the Community outside of a Unit, unless carried or restrained with a hand-held leash. Unit owners walking their pets on the Common Elements shall immediately remove their pet's animal feces from all areas of the Common Interest Community.

(d) Unit Owners shall keep their Units and Limited Common Element areas free and clear of pet feces.

(e) Unit Owners with pets shall comply with the provisions of the MSB Code of Ordinances Title 24 regarding Animal Control, including but not limited to the following; (i) all pets must be licensed; (ii) pets must be restrained at all times, and (iii) pets



shall not cause or create a nuisance and shall not cause unreasonable disturbance or noise within the Community.

(f) Pets causing or creating a nuisance or unreasonable disturbance or noise so as to interfere with the rights, comfort or convenience of other Unit Owners shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. Pets in the control of Unit Owners that are repeat offenders of the pet rules may be deemed a nuisance, and upon demand of the Board of Directors shall be permanently removed from the Community.

(g) Unit Owners shall not permit their pet to track visible dirt or other debris within the hallways and arctic entryways of the buildings.

(h) No pets shall be allowed in a Unit which has been leased.

#### Section 3.4 – Dock Slips.

(a) Children under ten years of age are not permitted on the dock slips without the immediate supervision of their parents or other responsible adults.

(b) Diving, running or playing is not permitted from the dock slips.

(c) Use of charcoal grills is not permitted on boats, the dock or on any of the Common Elements. Barbecue grills may be used concrete patio areas.

(d) No dumping of marine waste is permitted. Watercraft holding tanks shall be dumped at pump out facilities for such purposes.

(e) No boat operated from a dock slip shall be used for commercial purposes.

(f) Boats shall be maintained in clean and orderly condition. Dock slips shall be kept clean, and clear of any hazard.

(g) Boat Ramp. Unit Owners utilizing the launch ramp shall immediately remove their cars and trailers to their limited common element designated parking spaces. Mooring, bathing and fishing are not permitted at the boat ramp.

(h) Boat Repairs. No major repair or reconstruction work is permitted in or at any dock slip. Minor repairs or other work on a boat shall be performed after 8:00 a.m. and before 7:00 p.m., except in the case of emergency repairs to keep a boat afloat.

(i) Tools and equipment shall not obstruct access by other Unit Owners to their dock slips.

(ii) No materials used in or for maintenance work, such as solvents, paints, sandpaper, and other non-biodegradable materials shall be permitted to enter the water or shoreline of Big Lake.

(iii) Spray painting, welding, burning, and other hazardous activities are strictly prohibited on the dock or in dock slips.

(i) Fire Safety. No Unit Owner shall use or permit his or her boat to be used or maintained in a manner as to create or constitute a potential fire hazard.

(j) Fueling. No fueling of boats, whatsoever, shall be permitted within the dock slips.

(k) Hazardous Substances. No Unit Owner shall dump, discharge or pump oil, spirits, gasoline, diesel, distillate, any petroleum product, any other flammable materials, detergent, cleaning solutions or any substance into Big Lake from a dock slip, or on any land adjacent to Big Lake. Combustible materials shall not be disposed of on the Property and shall be removed for proper disposal at a facility authorized to receive such combustible materials.

(l) Quiet Hours. Quiet hours shall be the period of time during which no activities shall be permitted in the dock area. Quiet hours shall be determined by the Board.

(m) Storms. In the event of storm conditions, a boat shall be moored in a manner that will not jeopardize the safety of adjacent boats. All loose objects on the boat shall be either removed or sufficiently tied down to withstand winds. It is the obligation of every boat owner to adequately secure his boat so that it does not present a hazard to other boats.

(n) Speed. No boat shall be operated in the vicinity of the dock slips at a speed that creates a wake that will disturb other boats docked or moored or cause destruction of the shoreline. All boats shall observe a 5 mph speed limit when approaching the dock slips.

(o) Winter Removal. All boats shall be removed from their dock slips no later than October 15th annually for the winter season.

(p) Fines. The Association shall notify Unit Owners if their boats and dock slips are in violation of the Rules. Owners who fail to take corrective action may be assessed a fine.

Section 3.5 - Indemnification for Actions of Others. Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Section 3.6 - Employees of Management. No Unit Owner shall send any employee of the Manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

Section 3.7 - Leasing.

(a) Each lease shall be filed with the Association, and written notice given of commencement and termination of possession. If there is no written Lease, the Unit Owner shall file with the Association a written statement describing the terms of the lease agreement for the Owner's Unit no later than five (5) days before possession of the Unit by the tenant. Each lessee will incorporate the terms and restrictions of the Documents as a personal obligation of the tenant. Each lease will attorn to the Association as landlord solely for the purpose of enforcing the restrictions of the Documents following Notice and Hearing to the Unit Owner/landlord, and an opportunity to cure the violation, and then by direct levy, injunction and/or eviction by summary process, against the tenant. The Association will not otherwise assume the responsibilities or obligations of the landlord. The Association will have the right and power to exercise the landlord's rights of summary eviction against any tenant of the Unit Owner who violates the restrictions of the Documents, provided the landlord has received Notice and Hearing and is given a reasonable opportunity to cure the violation following the Hearing. A copy of all written occupancy agreements conforming to the foregoing requirements shall be submitted to the Executive Board to verify compliance with these requirements.

(b) Each lease or written description of a lease agreement, will be filed with the Association, and written notice given of commencement and termination of possession. Each lessee will incorporate the terms and restrictions of the Documents as a personal obligation of the tenant. Each lease will attorn to the Association as landlord solely for the purpose of enforcing the restrictions of the Documents following Notice and Hearing to the Unit Owner/landlord, and an opportunity to cure the violation, and then by direct levy, injunction and/or eviction by summary process, against the tenant. The Association will not otherwise assume the responsibilities or obligations of the landlord. The Association will have the right and power to exercise the landlord's rights of summary eviction against any tenant of the Unit Owner who violates the restrictions of the Documents, provided the landlord has received Notice and Hearing and is given a reasonable opportunity to cure the violation following the Hearing.

Section 3.8 -Unit Lint Filters on Dryers; Grease Screens on Stove Hoods. All Unit dryers will have lint filters, which will remain installed to prevent lint from accumulating in vent ducts. All Unit stove hoods will have grease screens, which will remain installed to prevent the accumulation of grease in vent ducts. All such filters and screens shall at all times be maintained in clean, good order and repair by the Unit Owner or tenant of the Unit Owner.

## ARTICLE IV

### Insurance

Section 4.1 - Increase in Rating. Nothing shall be done or kept which will increase the rate of insurance on any of the buildings, or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2 - Rules of Insurance. Unit Owners and occupants shall comply with the Rules and Regulations contained in any fire and liability insurance policy on the Property.

Section 4.3 - Reports of Damage. Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the Manager or a Director by any person having knowledge thereof.

## ARTICLE V

### Rubbish Removal

Unit Owners shall wrap household trash, garbage or other waste in a secure package which shall be transported to trash collection containers at locations approved by the Association. Unit Owners shall transport trash and garbage in such manner as to ensure the Common Elements such as hallways, stairwells and arctic entries are clean and free of trash and litter.

## ARTICLE VI

### Motor Vehicles

Section 6.1 - Compliance with Law. All persons will comply with Alaska State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the Property.

### Section 6.2 – Parking, Vehicles, and Storage.

(a) The use of the Limited Common Element assigned parking spaces for each Unit are restricted to the Unit Owner of the Unit to which it is assigned as shown on the Plat.

(b) Limited common element parking spaces designated for each Unit may be used as a parking space for vehicles, recreational vehicles, trailers, motorcycles, and all terrain vehicles. Any vehicle parked in a parking space must be properly licensed and in operating condition.

(c) Unauthorized parking and storage of vehicles, watercraft, recreation vehicles and personal property on the Property is prohibited. A Unit Owner who does not remove a vehicle or personal property after receipt of notification from the Association may be fined or their property or vehicle may be removed from the Property. All costs incurred for such removal and disposal shall be charged to the said Unit Owner.

(d) Guests of Unit Owners shall park their vehicles in designated guest parking areas only. Guest parking shall not exceed three days within a seven day time period. Guests of Unit Owners exceeding the three day time period, shall park in the Unit Owner's limited common element parking space.

(e) Repair, restoration or disassembly of vehicles shall be permitted within a Limited Common Element garage parking space only. Emergency repairs, to the extent necessary to enable movement of the vehicle to a proper repair facility may be conducted elsewhere on the property.

(f) No junk vehicle shall be parked within Limited Common Elements or Common Elements. A junk vehicle is a vehicle which is missing essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts that are necessary for the legal operation of a vehicle.

(g) No commercial vans or business related vehicles (e.g., dump trucks), or heavy equipment such as bulldozers and graders may be kept on the Limited Common Elements or Common Elements. Storage of equipment, materials or merchandise used or to be sold in a business or trade shall be contained within a Unit.

(h) No vehicle other than a vehicle operated by or for a disabled person may be parked in any space reserved for disabled persons.

(i) Unit Owner and guest watercraft shall only be moored in that Unit Owner's (LCE) dock slip.

## ARTICLE VII

### Rights of Declarant

The Declarant may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with employees of the Declarant or with Declarant construction is prohibited. Entrance into construction or Declarant restricted areas shall be with representatives of the Declarant.

## ARTICLE VIII

### Rule Violations

Section 8.1 – Violation and Minimum Fines. A violation shall be failure by a Unit Owner to comply with a restriction, or cure a prohibited activity within five (5) days after notification of non-compliance. Violations of the use restrictions are disruptive to the Community and create additional administrative expense to the Association and accordingly, shall result in the following liquidated damages.

(a) Violations of the following use restrictions shall incur a fifty dollar (\$50) one time charge upon issuance of written notice of violation, and for each subsequent notice. In addition, a ten dollar (\$10) per diem fee will be incurred for each day the violation continues from date of the notice until cured.

- (i) Nuisance violations
- (ii) Garbage and refuse disposal violations
- (iii) Parking, vehicles and storage violations
- (iv) Pet violations
- (v) Dock Slip violations

(b) Violations of all other use restrictions shall incur a One Hundred Dollar (\$100) one time charge upon issuance of written notice of violation. Per diem charge of Fifteen Dollars (\$15) commencing upon the day written notice of violation is issued until the date of notice to the date the Unit Owner that the violation is cured.

(i) Each violation of the Declaration shall give rise to a separate liquidated damage recovery. These liquidated damage awards shall increase, and not decrease, every five (5) years from the date of this Declaration to match the equivalent increase, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers: U.S. City Average, All Items 1967 equal \$100.00, issued by the Bureau of Labor Statistics for the United States Department of Labor with the index from December 1998 as the price index figure.

Section 8.2 – Legal Costs. In addition to fines that may be levied, the Board may institute legal proceedings or correct violations (i.e. repairs, restoration, vehicle towing, etc.), charging all associated costs back to the offending owner as a additional assessments. If the association must retain legal counsel to enforce Rules, Declaration or Bylaw provisions, legal costs may be assessed against the Unit Owner as additional fines.

ARTICLE IX

General Administrative Rules

Section 9.1 - Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 9.2 - Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

Certified to be the initial rules adopted by the  
Executive Board on its date of organization

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title: Secretary \_\_\_\_\_