

ELDERBERRY PARK CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

One of the primary purposes of the Elderberry Park Condominium Association, hereinafter referred to as the Association, is to insure that the common areas and improvements are managed for the common benefit of all owners. The following is a summary of the Rules and Regulations for all residents. For more detailed information on these Use Restrictions you should review the Declaration or contact the Board of Directors.

GENERAL

1. This is a residential area and the units shall be used as single-family residences only.
2. The Association is not responsible for damages by fire, water, theft, etc., to personal effects located within the unit, the storage unit, or the garage. Owners and tenants are encouraged to obtain contents insurance.
3. Owners shall maintain their units, limited common areas (decks and storage units) in good order and condition. All repairs to internal installations such as, but no limited to, bathroom and kitchen plumbing, walls, electrical fixtures and appliances, windows, and water heaters, etc., shall be made at the owner's expense. Residents shall report any other necessary repairs to the Association Manager promptly.
4. Each unit owner shall be liable to the Association for any damages to the common areas, including but not limited to the lawn, buildings, garages, exteriors, windows and doors, etc., or any equipment thereon which may be sustained by reason of the negligence of a unit owner, his guests, invitees, or tenants.
5. Structural alterations, home-done wiring or plumbing are not allowed. Owners will be liable for any damages to other units and/or common area resulting from structural alterations or home-done wiring or plumbing.
6. The Board of Directors can authorize entry to a unit in emergencies when the unit or any part of the project is threatened whether or not the unit owner or occupant is present at the time. No Unit Owner shall alter any lock or install a new lock on any door of any unit without getting board or management approval.
7. No immoral, improper, offensive or unlawful use may be made on the project. Unit Owners (including Renters) shall comply with and conform to all applicable laws and regulations of the United States and of the State of Alaska, and with all ordinances, rules and regulations of the Municipality of Anchorage. The violating Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs, and prosecutions for any violation or noncompliance.
8. Explosive, flammable, or illegal products shall not be kept on the premises.

Balconies/Decks

1. It is prohibited to hang or drape garments, rugs, sleeping bags, etc., from the balconies, windows, or facades of the project.
2. It is prohibited to use or store any closed or open grill type cooking devices on decks.
3. No storage except for patio furniture, or planters, or containers for flowers is permitted on balconies. Garbage cans or bags or boxes are not permitted on the balconies.
4. No feeding of birds is allowed on or from decks.

Building Security

All entrances and exits of the building are to remain closed and locked at all times unless an owner or the Managing Agent is present. No door is to remain open at any time unless attended. This includes any move/in and deliveries or removal of large items.

Business or Commercial Activity

Professional and administrative occupations may be carried on within a unit provided that no external evidence of such occupations is apparent. No other type of commercial activity or form of business shall be conducted in the project.

Clients or customers may not physically patronize any person or persons conducting professional or administrative occupations on the premises.

Children

1. Parents will direct and control the activities of their children in order to require them to conform to the Rules and Regulations. Parents are responsible for damage to the common areas caused by their children whether or not the parents are present. Please do not permit your children to dig or otherwise disrupt the landscaping of the property.
2. Curfews and Quiet times are determined by Anchorage Municipal Ordinances.
3. Roller Blades and skate boards are prohibited from use on lawns and walkways due to the damage potential to lawn, walkways and parking lot.
4. Reasonable caution should be used to prevent children from running or causing other disturbance to those in units below.

Common Areas

Any resident who wishes to rearrange, add to, or remove furnishings of any type within the common areas of the condominium building must submit the request in writing to the Management for possible Board action.

Garage Parking

- A. Garage parking spaces are for unit owners, members of their family, and renters/lessees.
- B. Garage parking spaces may not be rented or lent to anyone not designated as one of the above in Section A.
- C. The only exception is in the event of an employed caregiver. In this instance it is the responsibility of the unit owner or renter/lessee to notify Jadco Property Mgt. and the Association Board President. They are also responsible for the garage door opener as well as any key given to the caregiver.
- D. All vehicles must park so that no part of the vehicle or attachment thereon, extends beyond the columns and therefore intrudes upon the common areas of the garage.

Homeowner's Late Payment Fee

Late fees will be assessed in accordance with the violations and fine schedule. (Compounded)

Landscaping and Grounds

Residents are not permitted to undertake any unsupervised yard or gardening activities in or on the common areas of the project without notification and approval of the Management or the Board. This includes pruning, weeding, watering or any other landscaping or gardening action. Professional personnel are contracted by the Association to perform these activities.

The safety factor in preventing an accident to a resident precludes any unauthorized or unsupervised participation in these activities.

Leasing/Rental

An owner who elects to lease a unit shall be responsible to the Association for any damage to the common areas and for any violation of the Governing Documents that may be caused by the tenant or the tenant's guests or invitees. The owner's responsibility shall include – without limitation – the costs, expenses, and attorneys' fees associated with any such damage or violation as well as any additional assessment of fines the Association may reasonably impose to ensure the proper enforcement of the Governing Documents.

In addition, when renting a unit, an owner shall comply with the following procedures:

- A. The unit shall not be leased to any one tenant for any period of time that is less than thirty (30) days and shall not be rented in a manner similar to a hotel.
- B. The owner shall provide the Association with the names and phone numbers of each tenant, the name of each tenant, the name and phone number of the tenant's employer, and emergency phone numbers of each tenant of the unit and each person responsible for overseeing the tenant's use of the unit.
- C. The owner shall provide each tenant a copy of these Rules and the lease shall provide an undertaking on the part of the lessee to be familiar with and abide by the Declaration

and any Rules and Regulations. In addition, lessees shall execute a separate document stating that they have read and understand all restrictions and Rules and Regulations affecting the leased Unit, and they agree to be fully bound thereby, and notify the Association in writing that each tenant has reviewed, understood, and agreed to comply with these Use Restrictions. Owners are required to furnish a copy of these "Use Restrictions" to their renters. Owners leasing shall be fully responsible for the lessee's actions.

Move In/Out

Owners/Buyers, Lessors/Lessee's are required to pay, when moving into or out of the building, a fee to the Association. The move in/out fee for a furnished rental unit is \$250; the fee for an unfurnished rental unit is \$500. This fee includes the installation and removal of the elevator pads that are mandatory for moves in/out. Owners/Renters are responsible for overseeing the process of moving in or out of the building. This includes, but is not limited to, the proper use of the elevator and not leaving any open doors unattended. Moving in/out of the building must be done through the underground parking entrance. The main entrance lobby is not to be used for such moves.

The Association requires a mandatory fee of \$250.00 to cover the cost of having elevator pads installed and removed for the movement of furniture, appliances or any large items in or out of the building. This fee is due any time other than a scheduled move in/out. Moving in/out must be done through the underground parking entrance. The main entrance lobby is not to be used for such moves.

Any one who abuses these directives will be assessed a fine in the amount \$250.00.

Noise/Nuisance

All residents are entitled to peace and quiet within their homes at all times. No Owners, other residents/guests shall make or permit any disturbing noises that will unreasonably or unnecessarily interfere with the rights, comforts, or convenience of other Owners, Renters, or other residents. No Owner, Renter, or other resident shall play any musical instrument or operate or permit to be operated a stereo, TV, radio or sound amplifier in his/her unit in such a manner as to disturb or annoy other occupants of the condominium. In addition, the following shall apply:

1. No horns, whistles, or similar devices – except security devices and small wind chimes – may be installed on a deck or within a unit.
2. No slamming doors, loud voices, or running in hallways.
3. The building is a non-smoking establishment, and smoking is not allowed in any of the common areas. Smoking is only allowed in individual units.
4. No smoking is allowed within 50 feet of the building.

Outside Installation

No Owner or Tenant occupant shall install any wiring or other equipment whatsoever that

protrudes through walls, windows, or roof or on the exterior of the project.

Exterior Parking

- A. **NO** large/heavy equipment may be parked on Association property, except for temporary loading for periods not in excess of 8 hours, or as may be designated by the Board. Construction equipment used in the actual repair, construction or maintenance of the common elements or unit(s) will not be so restricted during its use.
- B. There shall be **NO** major vehicle repairs on the property regardless of location. This includes any type of dust-or-noise producing auto repair, which causes a nuisance to the residents. Any resident/owner who elects to create a nuisance as described will be required to have the areas cleaned at his/her expense. Should the areas remain unclean after written notice, the Association will clean the areas and remove the vehicle, parts, etc., at the expense of the vehicle owner. This includes any type of oil container, batteries, tires, fuel containers, cleaning products, etc.
- C. Exterior parking is for short-term use. Exterior overnight parking is for a guest only. If an owner or resident has more vehicles than parking places in the building, other arrangements for parking need to be made outside of the project. Guest passes are available from the Management Company for a three to five day period. A period of at least one week must pass before another pass is issued to the same owner's guest. If the same car remains in guest parking for three days without a guest pass from Management —**IT WILL BE TOWED AT THE OWNER'S EXPENSE.**

Owners and residents with long-term guests must make other arrangements outside of the property. No single condo or resident may have more than a two week total of guest passes during a calendar year.

- D. Any vehicle which is parked in a fire lane, blocks use of a fire lane, blocks use of common areas or limited common areas, parked without permission in someone else's driveway, etc., is subject to **AUTOMATIC TOWING WITHOUT NOTICE** at the expense of the vehicle owner as outlined in Anchorage Municipal Ordinances.
- E. All vehicles in parking violation – with the above noted exceptions – shall be subject to 48-hour notice to move to an off-site location or they shall be towed at the expense of the owner.

Party and Game Room

Arrangements for exclusive use of party rooms must be made with the Managing Agent. User is responsible for its cleanup and returning the rooms to the same condition before their use. This includes removal of all trash.

1. Caution is to be used so there is no disturbance caused to any other resident.

Pet Regulations

In addition to these regulations, please be aware that the Municipality of Anchorage also has pet regulations which apply to the control and care of your pet.

- A. Resident shall not have any animals, livestock, or poultry, except the following pets: birds, cats, dogs, fish, and other household pets approved by the Board as to their compatibility with the project.
- B. Domestic pets shall not be bred or raised for commercial purposes.
- C. The common facilities of the building (party room, game room, exercise room, and lobby) are utilized only by homeowners, tenants and accompanied guests. No pets are allowed in these areas. Domestic pets shall be in their owner's full control. In no event shall any dog or cat be permitted in any other portion of the common areas unless carried or on a leash. This includes hallways, the elevator, and the garage.
- D. All pet owners and dog walkers, must enter and exit their pets through the garage or courtyard doors. **No entry or exit with pets through the main lobby.**
- E. All pet owners will utilize a pooper-scooper when allowing pets to relieve themselves in and on the common areas of the project. As a courtesy, pet owners are asked to please walk their pets off the Elderberry Park common grounds, as all pet waste is harmful to the grass..
- F. Residents shall file a pet complaint with the Municipality and forward a copy to the Association if there is any injury to a person as a result of a domestic pet or other animal.
- G. All costs resulting from damage or injury caused by a domestic pet is the responsibility of its owner. The owner will compensate any person hurt or bitten by any domestic pet and shall hold the Association and other Owners harmless from any claim resulting from any action of the domestic pet.
- H. Caution must be used by owners when washing decks.

Quiet Time

Quiet time is 10:00 p.m. to 6:00 a.m. as established by Anchorage Municipal Ordinances.

This applies to all exterior common areas and all outside activities.

Remodeling/Construction

No owner may make any improvements or modifications to the unit, common areas, or limited common areas which may impact, in any manner, the common areas or the limited common areas without the prior written consent of the Board or the Managing Agent, if the Board has delegated its approval to the Managing Agent

- A. Owners must present the Board with plans for review prior to the beginning any work within their unit, including but not limited to plumbing, cabinetry, and flooring.
- B. Owners who are remodeling, painting or performing any work in their units shall notify the Board and/or Managing Agent with the date the work is to start. A notice is to be posted to inform all owners.
NOTE: Owners changing out windows or sliding patio doors must call the Managing Agent for a Window/Patio Door Replacement Request Form and a Unit Window/Patio Door Replacement Requirements Form to be filled out and approved by the Board prior to any work being done. (Attachments A and B)
- C. Owners are responsible for any damage to common areas caused by the negligence contractors or any one employed by an owner to perform work within their unit.
- D. Contractors or other persons working within the project must keep all doors closed and locked unless loading or unloading materials necessary for the performance of the required work. All contractors' access must be through the garage NOT the lobby.
- E. On-site dumpster shall not be used for construction debris.

Signs

Signs "For Rent" or "For Sale" and/or political campaign posters are not permitted anywhere on the premises, including any of the windows.

Storage

Exterior storage is not permitted on the decks, in the garage, in or in any part of the common areas. Storage of any kind is not permitted outside the assigned storage units, except bicycles which may be stored in the garage, and patio furniture which may be used on decks.

Temporary Storage

Temporary storage for a defined limited time may be arranged with the Managing Agent. If the temporarily items are not removed on the stated date, the violation process will be initiated.

Windows, Facades, Decks

No unsightly window coverings such as aluminum foil, newspapers, garments, clothes, rugs, or similar items may be visible from the exterior of the unit.

ELDERBERRY PARK CONDOMINIUM ASSOCIATION
Administrative Resolution Due Process

For the benefit and protection of the Association and of the individual members, the Board of Directors, hereafter referred to as the Board, deems it necessary to establish and operate by established procedures. These procedures are to insure due process in cases where there is a question of compliance by a member, his or her family, guest, or tenant, with the provision of the Association documents, thereby attempting to minimize the necessity of seeking action through a court of law.

The intent of the Board is to establish procedures for the Board and Managing Agent 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 or Managing Agent regarding covenant violations shall be in accordance with the following covenant procedures.

Violations of Declaration, Bylaws, or Association Rules and Regulations (Governing Documents) shall be reported to the Managing Agent by telephone or in writing. The Managing Agent will then prepare a written notice of violation for confirmation by the complainant and transmittal to the violating party (Association member/Unit Owner including resident renters). The written notice shall state the specific provisions of the Governing Documents which the violating party is alleged to have violated. The written notice shall include the specifics of the alleged violation including date(s) and time(s), the names (s) of the complainant(s), and a copy of the following process. This notice will be delivered to the parties by hand or by registered mail.

Request for a Hearing

Upon written notification of an alleged violation either the violating party or the Board may request a hearing and respond to the written notice. Along with the violating party's request for a hearing, the violating party shall include a written statement in defense of the acts or omissions with which the violating party is charged, containing as many specifics as are available as to time, date, location, persons involved, etc. If a hearing is not requested within 14 days of the date of this notification, the Managing Agent and the Board will proceed, without a hearing, to determine the validity of the complaint and whether or not to continue the process. Failure to proceed will indicate that the complaint cannot be substantiated and the interested parties will be so notified.

If a hearing is requested it shall be scheduled within 30 days following receipt of the request. held. Hearings may be face-to-face or via telephone if agreed to by all parties. Following the completion of the hearing, the Board will transmit its decision to all parties. Should the Board find there is substance to the complaint and that a violation has been committed it will notify the violating party in writing that the following schedule for fines will be applied beginning on the first Monday following notification of decision.

VIOLATION	ACTION	FINES
First	Corrected Within 14 Days (1)	NONE
	Corrected Within 30 Days (1)	\$50.00
	Corrected Within 45 Days (1)	\$100.00
	Corrected Within 60 Days (1)	\$200.00
	After 60 Days (1)	\$200.00 a month until corrected
Second	Corrected Within 7 Days (1)	NONE
	Corrected Within 14 Days (1)	\$100.00
	Corrected Within 30 Days (1)	\$200.00
	After 30 Days (1)	\$200.00 a month until corrected
Third	Corrected Within 7 Days (1)	\$100.00
	Corrected Within 14 Days (1)	\$200.00
	After 14 Days (1)	\$200.00 a month until corrected
Subsequent	Corrected Within 7 Days (1)	\$200.00
	After 7 Days (1)	\$200.00 a month until corrected

(1) Number of day's following the Board's notice of decision that violation is substantiated and corrective action is required.

Exceptions to the foregoing include noise, parking and certain storage violations.

Noise violations shall be remedied immediately upon notification via telephone or face-to-face communications, and the remedy for parking violations is towing as stated under "Use Restrictions".

Fines will be billed along with the regular monthly billing and will be due at the end of the month in which they are billed. A late fee will be charged if the fine is not paid by the due date.

UNIT WINDOW/SLIDING DOOR REPLACEMENT REQUIREMENTS

WINDOWS

- * A brown anodized crank open type is the approved window.
- * Window glass needs to be "clear" or "non-tinted" type and cannot have "grids or "external grills" over the glass.

SLIDING DOORS

- * A brown anodized framed sliding style door is the approved patio/enclosed deck door.
- * The door's glass must be "clear" or "non-tinted" and cannot have "grids or "external grills" over the glass.

INSTALLATION

- * All gaps between the window and wall studs should be properly insulated and sealed from moisture.
- * All exterior trim work must be completed to match the existing trim and color.
- * All work must be done in a professional workman like manner and the exterior common area shall be cleaned up daily. Any construction material shall be hauled off-site and disposed of properly. **The on-site dumpster shall not be used for construction debris.**
- * The Owner shall supply the Association with the name of the contractor performing the work.
- * The Owner needs to complete the request form and submit it to the Association prior to starting the project.
- * It is the Owner's responsibility to insure the contractor has adequate coverage of workers' compensation and general liability insurance.
- * It is the Owner's responsibility to insure all required municipal, state and federal permits shall be obtained prior to commencement of construction (if applicable).
- * It is the Owner's responsibility to insure all federal, state and municipal codes are met.
- * Failure to adhere to the specifications and requirements contained in this document may result in Association intervention, at the unit owner's cost, to complete the project following the requirements outlined above, or a fine, or both.

Board Reviewed: Date _____ Board Approved: Date _____

Board Member Signature: _____

Elderberry Park Condominiums

Window/Patio Door Replacement Request

Homeowner's Name _____ Date _____

Physical Address: _____ Home Phone _____

Mailing Address: _____ Day Phone: _____
Fax: _____

I have read the "Window/Patio Door Replacement Requirements" and agree to abide by them.

(signature required)

I am requesting to replace the following:

_____ Windows in my Unit _____ The Patio Door in my Unit

My Contractor is:

Contractors Name: _____ Phone _____

_____ Request Approved (Must be approved prior to work beginning)

_____ Request Denied

Note: Please be advised that the Municipality of Anchorage has independent authority to enforce building codes and may require a building permit to be issued. The homeowner is responsible for presenting their design to the MOA Building Safety Division, for their approval prior to construction as required.

Comments and Conditions:

Approval Signature) _____

Date of Approval/Disapproval: _____

Date Returned to Homeowner: _____

Condos retain original of this document. A copy will be returned to the homeowner for their records. Please allow up to 30 days for committee review and approval.