

HOUSE RULES - TOWNE EAST CONDOMINIUM ASSOCIATION

SECTION I

1. General Provisions:

- a. Towne East Homeowners Association, in accordance with Article 6, Section 4, of the Bylaws for Towne East Condominiums, has established these rules for the specific purpose of maintaining a quality residential living environment, within Towne East.
- b. These rules will be enforced when an individual allows a situation to develop that results in the following:
 1. Annoyance of another resident
 2. Hazardous or dangerous conditions
 3. Unsightly exterior appearances
 4. Exclusive use of common areas
- c. In most situations, primary responsibility for correcting violations of these rules rests with the owner of the home identified as the source of the problem.
- d. These rules are not intended to usurp any provision of the Bylaws/Declaration or prevent enforcement of public law. Homeowners and home occupants must comply with all applicable federal, state and municipal laws and regulations.
- e. The violating individual will not hold the Board of Directors or members of the Homeowners Association of Towne East, liable for any punishment incurred for non-compliance with these rules.

2. Enforcement:

- a. Enforcement of these rules is authorized in accordance with Article 6, Section 4, of the Bylaws.
- b. Violation of these rules that cannot be resolved otherwise will be brought to the attention of the Board of Directors of the Homeowners Association. A written statement of complaint is preferred, and in most situations will be required.
- c. Any member of the Homeowners Association may file a complaint of violation of these rules. However, only the Board of Directors and current members of the Board of Directors are authorized to effect enforcement of these rules.
- d. Except in emergency situations, or otherwise when impractical to do so, the Board of Directors of the Homeowners Association, will attempt to notify the offending individual and/or owner of the home where the violation exists/existed.
- e. If possible, the offending individual (and responsible homeowner) will be invited to discuss the violation with the Board of Directors.

f. If corrective action is not accomplished, or the violation is not otherwise resolved, the Board of Directors, in accordance with the Bylaws of the Homeowners Association, may levy a fine against the offending individual and/or responsible homeowner. The amount of the fine will be charged to the unit owner, in accordance with the Fine Schedule.

SECTION II

1. Occupancy:

a. Paragraph 24-E, of the Declaration relating to residential use applies to all persons residing in Towne East.

b. Residential occupancy is restricted to the individual units, as defined in the Declaration.

c. Annually, or as directed by the Board of Directors, the owner of each residence will provide the Board of Directors, or their authorized agent, a statement certifying that the subject residence is occupied by the owner, not occupied, or being rented or leased to another party. If the subject residence is being rented or leased, the owner will provide the name of the renter/lessee and certify that the rental/lease agreement is in accordance with the Bylaws and Declaration of the Homeowners Association.

2. Business Activity:

a. Legitimate home professional pursuits may be conducted within a residence as long as these activities do not include public visits, use of employees, outside storage of material, commercial pick-up or delivery, posting of signs, posting of placard or any advertising material window displays, use of any common area or neighbors limited common area, or creation of a situation which would increase the insurance liability of the Homeowners Association.

3. Vehicle Parking:

a. Operative motor vehicles not maintained to municipal or state standard for safety, noise levels, mechanical condition, vehicle emissions, or without current registration are subject to removal, at the expense of the owner/operator.

b. Maintenance and mechanical repair of operative motor vehicles, parked on Towne East, is limited to those procedures which can be accomplished without use of additional parking space, and which can be accomplished without leaving vehicle in an inoperative condition for more than 72 hours. Vehicles left in an inoperative condition for more than 72 hours, are subject to removal at the owner/operators expense. This includes vehicles with flat tires or on jacks.

c. Parking of motor vehicles is only allowable in designated driveways 15 Apr - 15 Oct (summer months).

d. Repair and/or replacement of driveways due to oil/gas dripping onto driveway is chargeable to the unit owner.

e. Parking of recreational vehicles, boats, trailers, snow machines/trailers, commercial vehicles, construction vehicles, construction equipment, and trailers of any type may be parked only in your limited common area from 16 Oct to 14 Apr (winter months) or assigned driveway. Subject vehicles not parked in accordance with the foregoing are subject to removal at the owner's expense.

4. **Common Areas & Limited Common Areas:**

a. Common areas and limited common areas, are those defined by the declaration of the Homeowners Association. The Declaration of the Association regarding use of common and limited common areas apply to all residents, guests and visitors.

b. Exclusive use of any common area, or neighbors limited common area, by any single individual or group of individuals without specific written permission of the Board of Directors is prohibited. If written permission of the Board of Directors is not obtained, any exclusive use of a common area must be suspended immediately.

c. Damage or alteration of a common or limited common area utility, will be repaired or removed at the expense of the offending individual and/or responsible homeowner.

d. Areas will be kept free of trash and debris by the responsible occupant/homeowner and will not be used for storage of material that results in a cluttered or unsightly appearance.

e. Garbage/Trash will not be placed at curb for collection any earlier than 6:00 p.m. prior to the date of collection. (Note: As of 6/96 garbage is picked up on Friday. Do not place receptacles for collection any earlier than Thursday evening 6:00 p.m.) Trash receptacles are to be removed from curb no later than 10:00 a.m. the day after scheduled collection. Receptacles are to be stored at all other times in appropriate containers next to the unit or in garage.

f. Alterations to common or limited common areas, must be approved by the Board of Directors. Request must be submitted in writing to the Board of Directors for approval. The Board of Directors will respond in written form to all requests.

g. Approved alterations will be maintained at the homeowners expense. If alterations are not maintained, the Board of Directors may order such maintenance be done at the expense of the responsible homeowner.

h. Unauthorized alterations which significantly alter the appearance of a common or limited common area, may be removed at the expense of the responsible homeowner.

i. Hazardous and/or dangerous material will not be stored in the area. Such material is subject to immediate removal at the responsible homeowner's expense.

j. Lawns must be mowed on a regular basis. Dandelions will be kept under control. If lawns are not maintained, corrective actions will be at the expense of the responsible homeowner.

5. Exterior Appearance:

- a. The Bylaws and Declaration of the Homeowners Association regarding appearance standards will apply to all residential occupants.
- b. No sign of any kind shall be displayed to the public view on or from any unit or common or limited common area except for a maximum of two (2) "For Sale", "For Rent", or "For Lease" signs of less than five (5) square feet each. Any other sign will require permission of the Board of Directors.
- c. Only curtains, blinds, drapes, shades, or other coverings specifically intended for use in windows/doors will be used as window coverings. Such coverings will be maintained so that they do not become unsightly when viewed from the building exterior.

6. Interior Unit Maintenance:

- a. Article 6, Section 2, of the Bylaws of the Homeowners Association regarding interior maintenance will apply to all occupants. All the repair 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 maintained at the owner's expense.
- b. Failure of the responsible owner to maintain his/her unit in accordance with Article 6, Section 2, of the Bylaws of the Homeowners Association will cause the Board of Directors to accomplish such actions as the Board deems necessary to insure that conditions within the subject unit do not create a hazardous or dangerous conditions for other residents; increase the insurance liability of the Homeowners Association; or lessen overall property values. Such corrective actions will be at the expense of the responsible homeowner.

7. Pets:

- a. Paragraph 24-D of the Declaration of the Homeowners Association will apply to all residential occupants, their guests, and visitors.
- b. Pet owners are expected to provide for *immediate* disposition of the animal waste of their pets. Accumulations of animal waste, which create unpleasant and/or unhealthy conditions will not be allowed. Pets are to be restricted to your common area.
- c. The Declaration of the Homeowners Association require all pets (including cats), to be kept in an enclosure or on a leash.
- d. Owners will be in violation of these rules if their pet, regardless of the amount of restraint, causes a disturbance *at any time*.

8. **Annoyance or Nuisance:**

- a. No homeowner or home occupant, guest, licensee, or invitee will purposely create or allow to continue any activity or situation which causes unreasonable disturbance to other homeowners or home occupants. Such activity includes, but is not limited to offensive noise, language, individual conduct, and the creation of dangerous or hazardous conditions.
- b. Any homeowner or guest of said homeowner reported using fireworks within the Association will be subjected to fine assessments as follows:
 1. 1st offense - \$250.00
 2. 2nd + offenses - \$1,000.00
- c. Any homeowner or guest of said homeowner reported using class A fireworks, (dynamite, blasting caps, etc.) will be subjected to fine assessments as follows:
 1. 1st offense - \$5,000.00
 2. 2nd + offenses - \$10,000.00
- d. Any homeowner or guest of said homeowner reported discharging a firearm/weapon will be subjected to fine assessments as follows:
 1. 1st offense - \$2,500.00
 2. 2nd offense - \$5,000.00
 3. 3rd + offenses - \$10,000.00

9. **Insurance:**

In accordance with the Bylaws should an owner fail to maintain insurance on the structure as required, the Association is authorized and empowered to obtain such insurance at the expense of the owner with interest at three (%) per cent above the then prime rate within thirty (30) days of notice in writing to such owner. The amounts paid for such insurance, together with interest, shall form a lien against such unit collectable and forecloseable in the manner provided in Title 34, Alaska Statutes, Chapter 7, Sections 210-250.