

ALASKAN BAY OWNERS ASSOCIATION INC.

HOUSE RULES

(Updated Aug 2016)

The following Rules and Guidelines have been developed to ensure that living in Bayshore West Subdivision 4A is comfortable and enjoyable for everyone. All present and future owners, tenants, and occupants of any lot within the Alaskan Bay Owners Association are subject to these rules. Any person who purchases, leases, rents or occupies any of the lots thereby agrees to follow these rules. These rules are a condensation of the restrictions contained in your Declaration, and may be modified by the Board of Directors, in accordance to the Bylaws, to fit the needs and maintain the integrity of the association. Please refer to the Declaration for complete details.

HOMEOWNERS' OBLIGATIONS

1. LAND USE AND BUILDING TYPE: No lot shall be used for any purpose other than one or more single-family residences or living units. No outhouse, of any kind, tent, fence, shed, trailer, tree-house, ice rink, or any structure shall be placed on any private ABOA lot. or any other temporary dwelling shall be erected or maintained on any lot or be used for living purposes. Garden sheds, tool sheds, greenhouses, and/or rear yard fences may be erected with the approval of the Architectural Control Committee.
2. NUISANCES: No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their lots or living units or in the enjoyment of common properties. No repair or restoration of any vehicles shall be permitted on any portion of any lot or upon the common area except for emergency repairs thereto, and then only to the extent necessary to enable movement thereof to a proper repair facility. Dogs may not be permitted to run at large off leash within ABOA boundaries, and on other neighboring properties.
3. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such material shall be kept in sanitary containers. Such material shall not be disposed of by incineration. Trash shall be deposited in secure, sanitary containers and shall be placed out for pick-up no earlier than twenty-four (24) hours prior to pick-up. All containers must be removed from the viewable outside of each residence no later than twenty-four (24) hours after pick-up.

4. PETS, LIVESTOCK, AND POULTRY: No animals, livestock, and poultry of any kind shall be raised, bred, or kept on any lot, other than a reasonable number of dogs, cats or other common household pets which may be kept, provided they are not kept, bred or maintained for commercial purpose. and are not permitted to run at large. Dogs shall be kept on a leash, and under owner's control within ABOA boundaries at all times. The Association shall have the right to prohibit maintenance of any pet, which constitutes, in the opinion of the Board of Directors, a nuisance to any other unit owner. Within three (3) days of receipt of written notice from the Board of Directors or Management Agent, all such pets shall be promptly removed from the property.

5. COMMERCIAL VEHICLES: No commercial vehicle, similar commercial equipment, or construction equipment shall be parked, placed, erected, or maintained on any lot for any purpose except during the period of construction. Exception: Any commercial vehicle that is small enough to fit into a garage stall will be allowed to be parked on the driveway, unless a complaint is submitted to the board. Then it may be required for the vehicle to be parked in the garage. (April 2000). Commercial Vehicle: A vehicle used primarily in business or commerce. They may exhibit one or more of the following characteristics: vehicles, especially trucks or vans, with signs that advertise a business; vehicles equipped with tools applicable to a business (e.g., ladders, vices, racks, etc.); vehicles manufactured or modified to accommodate tool storage; vehicles used for the transport of property; vehicles requiring a commercial license (carries more than twelve passengers, including the driver; over 10,000 GVWR). Community service vehicles such as police cars are not considered commercial vehicles. (January 2001).

6. BOATS, CAMPERS, ETC: The common area and/or streets located on the properties shall not be used for the overnight parking of any vehicle other than private family automobiles. No boat, boat trailer, house trailer, camper, motor-home, truck, other similar vehicle, similar object, or any part thereof, shall be stored or permitted to remain on any lot or the common area or any part of the properties unless the same is placed in a fully enclosed garage or in an area designed and authorized for such usage by the Association. However, the Board has, since the early 1990s, granted some leniency to recreational vehicle owners by what is known as the "72 Hour Policy". Essentially, this allows NO MORE than 72 hours, altogether per use period, for loading, unloading, and cleaning the recreational vehicle. It must be removed from the Association's boundaries for a minimum of 48 hours to reset the clock to the next use period. The intent of this policy is to have the recreational vehicle out of the neighborhood more than it is in. If the intent becomes abused, the policy may be abolished. (January 2001).

7. SIGNS: No sign of any kind shall be displayed to the public on any lot or living unit except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, signs by a building company to advertise the property during the construction and sales period, or reasonably sized (no larger than two (2) square feet) home security signs. No other sign, such as political or advertising signs, will be permitted. Any exceptions and/or waivers must be granted by the Board on an individual basis. Real Estate/ Home For Sale signs shall be placed on private ABOA lots only. Real Estate/ Home For Sale signs shall not be placed within in the public right of-way within ABOA boundaries or in other ABOA member yards. Exceptions to this rule include Open House signs that may be temporarily be placed during open house events only. (May 2016)
8. NATURAL RESOURCE EXTRACTION: No natural resource extraction operation of any nature shall be permitted upon, or in, any lot. Wells, tanks, tunnels, mineral excavations, or shafts are also not permitted upon, or in, any lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained, or permitted upon any lot.

ARCHITECTURAL CONTROL

1. ARCHITECTURAL CONTROL: No building, fence, mail box, garbage container, wall, or other structure shall be erected, placed, or maintained upon any lot, nor shall any exterior addition to, change, or alteration therein be made until the plans and specifications of the same have been submitted to and approved by written endorsement thereon by the Architectural Control Committee (ACC). In the event the ACC fails to approve or disapprove such plans and specifications within sixty (60) days after submission to said committee, approval will not be required and this section will be deemed to be fully complied with.

Where applicable, depending upon the nature of the approval sought, plans and specifications must include:

- a) The nature of the improvements sought, the kind, shape, height, and materials proposed.
- b) Exterior elevations, including an outline of all exterior finish details.
- c) Total square footage.
- d) Plot plan.
- e) Examples of the proposed finish and trim colors.

To provide guidelines for consistency, the following standards, subject to appeal with subsequent approval by the ACC, will be henceforth applied: (May 1998)

- a) Outbuildings: Any shed, greenhouse or other like structure must be located primarily to the rear of the property within a fully enclosed, fenced-in yard, the purpose of the fence being to screen the structure from the view of the immediate neighbors. OR if not located within a fully enclosed, fenced-in yard, any shed, greenhouse or other like structure must be abutted to either the side or rear of the existing residence. (May 1992). Rear fences will not be required if that portion of the property adjoins a "greenbelt" or non-residential property and the area surrounding the shed or greenhouse is fully landscaped and maintained. (May 1998). The maximum dimensions may be no larger than 10' x 14' (140 sq. ft) and no greater than 8' in height. (May 1998)

The appearance must be compatible with the primary residence. "Compatible" is intended to mean visibly the same materials must be used for the roofing, siding, windows, color (paint/stain) of siding and trim, exterior electrical fixtures, etc. However, if the structure is abutted to the primary residence, then the materials must be the same. (May 1992).

- b) Fences: The standard will be 6' cedar boards finished with a natural, wood- colored stain, preservative or paint, or left unfinished to weather naturally. (May 1998)
- c) Dog Runs/Kennels: If constructed of chain link fencing, these structures must be enclosed within a fully fenced-in yard. (May 1998)
- d) Driving/Parking Areas: Additional parking must be constructed of the same material as the existing driveway (i.e. asphalt, concrete, or brick). Gravel is a landscaping medium and may NOT be used to provide additional parking. (1998)
- e) Clutter: All properties must be maintained clutter-free. Tools, recreational items, toys and out-of-season furniture that are in excess of proper storage space may be stored in the rear yard provided that the yard is entirely fenced and that none of the items are visible above the fence when viewed from ground-level. (May 1998)
2. EXTERIOR FINISH AND MAINTENANCE: In the event an owner of any lot or living unit shall (1) fail to construct and finish the exterior or any structure thereon in accordance with the plans and specifications theretofore approved by the ACC, or (2) fail to maintain the premises and/or exterior of any improvements situated thereon in a manner consistent with the surrounding lots or living units, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents(s) and employee(s)), to enter said lot or living unit and to construct, finish, repair, maintain, and/or restore

the lot or living unit and/or exterior of the buildings and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the assessment to which such lot or living unit is subject.

3. LANDSCAPING: Within one (1) year after the commencement of any construction thereon, each lot shall be suitably landscaped. This includes the planting of lawns, trees, and/or shrubs, and all walks, driveways, and parking areas shall be paved or similarly improved. In the event any lot owner fails to comply with the provisions of this section, such failure shall be deemed a failure to perform exterior maintenance and be subject to performance by the Association as provided for in section two (2) above.
4. TREES: No owner shall be permitted to completely clear a lot where standing trees of size and beauty exists. Space may be cleared for construction and trees may be thinned, so long as the maximum beauty and aesthetic values of such trees are retained.
5. UTILITY LINES, AERIALS AND ANTENNAS: All electrical service and telephone lines shall be placed underground. No exposed television, radio, or similar communication aerials, satellite dishes or antennas which exceed five (5) feet in height above the upper roof line of any living unit shall be erected, placed or maintained on any lot. (May 2016)
6. WATER AND SEWER: No individual well or water system, or sewage disposal system shall be installed on any lot.
7. FENCES: No fences shall be erected or placed in the front yard of any lot.
8. COLOR(S) OF EXTERIOR: No owner of any lot or living unit shall change or alter the exterior color(s) of any structure situated within or forming part of such lot or living unit unless written application is submitted to and approved by written endorsement thereon by the ACC.
9. EXTERIOR CHANGES: In addition to exterior color changes, no other exterior change of any kind, including but not limited to additions or alterations to any structure, hedge, wall or approved fence shall be commenced, erected or maintained upon any lot or living unit until the plans and specifications stating the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved, as to conformity and harmony of external design and location with existing improvement, by endorsement thereon, by the ACC.

10. BUILDING HEIGHT: Height limitations shall conform to the Municipality of Anchorage, Zoning classification R-1, Single-family Residential District, provided, however, no structure shall exceed 2 ½ stories or 25 feet in height.
11. SIGHT DISTANCE: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot with ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines. No trees and/or shrubs shall be permitted to be installed or remain on any lot within 10 feet from the intersection of the street / homeowner property line.

VIOLATIONS

If a violation of these House Rules is noted, a letter will be sent to the violation homeowner giving them ten (10) days to correct the violation. If the violation is not corrected after ten (10) days, then a fine of twenty-five dollars (\$25.00) per month will be assessed against the violating homeowner until the violation is corrected.

ASSOCIATION COMMON EXPENSES

DELINQUENCY POLICY: Your homeowner's dues are billed in September and are past due on November 1. Dues not received by November 1 will be assessed a late charge at the rate of twenty-five dollars (\$25.00) per month up to six months. An owner delinquent for more than 6 months will result in notification and subsequent filing of a Property Lien securing the debt to the property. All legal cost and additional costs associated with the lien process shall be borne by the associated owner. (May 2016)

From the CC&Rs:

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date as established by the Board of Directors shall bear interest from the due date at the greater of eight percent (8%) per annum, or an amount equal to the then prevailing interest rate of FHA insured mortgages, provided in no event shall said rate offend any applicable usury law(s).
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Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his/her Lot.

Section 9. Subordination of Lien to Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment liens; provided, however, the sale or transfer of any Lot pursuant to a foreclosure, or other proceeding in lieu thereof, of any first mortgage or deed of trust, shall relinquish the liens of such assessments as to payments which became due prior to such sale or transfer, but not as to any assessments thereafter becoming due.

ASSOCIATION RESPONSIBILITIES

Per the Bylaws, Article III, The Association shall have the obligation and the responsibility to diligently enforce the requirements of the Associations' Covenants, Conditions and Restrictions (CC&R's).

BOARD OF DIRECTORS' RESPONSIBILITIES

1. To administer the affairs of the Association and the Project.
2. To formulate policies for the administration, management, and operation of the project and the common areas and facilities.
3. To adopt administrative rules and regulations governing the administration, management, operation, and use of the project, common areas, and facilities, and to amend such rules and regulations from time to time.
4. To estimate the amount of the annual budget and to provide the manner of assessing and collecting from the owners' their respective share of the estimated expenses.
5. To maintain the corporation in good financial standing.
6. To institute, defend, or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Bylaws and CC&R's.
7. To regulate the use, maintenance, repair, replacement and modification of any common areas and facilities.
8. To exercise any other powers conferred by the Project's CC&R's and the Bylaws.

9. To exercise any other power necessary and proper for the governance and operation of the Association.

NOTE: The above is a brief outline of the Board of Directors duties and responsibilities. More information may be obtained from your Declaration and Bylaws.

INFORMATION

Information may be obtained from the Board of Directors. A current list of directors with phone numbers is supplied. Suggestion or recommendations should be directed to the Board of Directors. Emergency problems may be brought to a Board member for immediate action. Information may also be found at the ABOA website: www.aboa.org/ and Facebook page: www.facebook.com/BayshoreWestAlaska (May 2016)