

# BYLAWS OF LAKESIDE TERRACE TOWNHOUSES, INC.

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## ARTICLE I

### PLAN OF TOWNHOUSE OWNERSHIP

#### **Section 1 - Name.**

The name of the corporation is LAKESIDE TERRACE TOWNHOUSES, INC. (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at the same address as the Registered Agent of the corporation as set forth in the Articles of Incorporation or as changed from time to time by resolution after due notice to members.

#### **Section 2 – Bylaws Applicability and Membership.**

The provisions of these Bylaws are applicable to the project known as LAKESIDE TERRACE TOWNHOUSES, located in the Palmer Recording District, Third judicial District, state of Alaska. (The term "Project" as used herein shall include the land, the structures and the improvements thereon.) All Owners of Units in the Project shall be members of the Association. The membership of each Unit Owner shall terminate when he or she ceases to be a Unit Owner and upon the sale, transfer or other disposition of his or her Unit, his or her membership in the Association shall automatically be transferred to the new Unit Owner.

#### **Section 3 – Personal application.**

All present or future Unit Owners, tenants, guests, invitees, or their employees or any other person who might use the facilities of the Project in any manner, are subject to the regulations set forth in these Bylaws and in the recorded Amended and Restated Declaration of Lakeside Terrace Townhouses (hereinafter "Declaration"), as well as all rules and regulations of the Association as set forth in the Association's Book of Resolutions.

The mere acquisition or rental of any of the Units of the Project, or the mere act of occupancy of any of the Units will signify that these Bylaws are accepted, ratified, and will be complied with.

## ARTICLE II

### VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

#### **Section 1 – Voting.**

Each Unit in the Project shall have one (1) equal vote. In the event a Unit is owned by more than one person, and more than one person is present to exercise the voting rights, those persons owning the Unit must act in unison to cast the vote allocated to that Unit.

#### **Section 2 – Majority of Owners.**

As used in these Bylaws, the term “majority of Owners” shall mean those Owners holding fifty-one percent (51%) of the votes in the Project.

#### **Section 3 – Quorum.**

Except as otherwise provided in these Bylaws, the presence in person or by proxy of a “majority of Owners”, as defined in Section 2 of this Article, shall constitute a quorum.

#### **Section 4 – Proxies.**

Votes may be cast in person or by proxy. Proxies must be filed with the Secretary prior to the adjournment of each meeting. Unless sooner terminated in writing, all proxies expire eleven (11) months after the date of issuance.

## ARTICLE III

### ADMINISTRATION

#### **Section 1 – Association Responsibilities.**

The members shall have the responsibility of electing the Executive Board in accordance with the provisions of Article IV of these Bylaws, ratifying the annual budget and such other responsibilities as are contained in its Articles of Incorporation. Except as otherwise provided, and subject to the quorum requirements set forth in Article II, Section 3 above, decisions and resolutions of the members shall require approval by a majority of those Owners present in person or by proxy at a duly noticed and convened meeting of the Association.

#### **Section 2 – Place of Meetings.**

Meetings of the members shall be held at the principal office of the Project, or such other suitable place convenient to the Owners as may be designated by the Executive Board.

### **Section 3 – Annual Meetings.**

The annual meetings of the Association shall be held within three (3) months after the end of the Association’s fiscal year in each and every year. At such meetings, there shall be elected by ballot of the Owners an Executive Board in accordance with the requirements of Section 5 of Article IV of these Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

### **Section 4 – Special Meetings.**

It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Executive Board or upon a petition signed by a majority of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

### **Section 5 – Notice of Meetings**

Except for budget meetings, which will be noticed not less than 14 nor more than 30 days after the mailing of the summary, the Secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to the mailing address designated in writing by the Unit Owner not less than 10 nor more than 60 days in advance of a meeting. No action shall be adopted at a meeting except as stated in the notice.

### **Section 6 – Waiver of Notice.**

Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and the waiver shall be deemed equivalent to the receipt of notice.

### **Section 7 – Adjourned Meetings.**

If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called.

### **Section 8 – Order of Business**

The order of business, at all meetings of the owners of Units shall be as follows: (a) roll call; (b) proof of notice or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors (at the annual meeting only); (g) unfinished business; and (h) new business.

**Section 9 – Action Without Meeting.**

Any action, which under the provisions of the Alaska Statutes may be taken at a meeting of the Owners, may be taken without a meeting if authorized by a writing signed by a majority of the Owners who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.

**ARTICLE IV**

**EXECUTIVE BOARD**

**Section 1 – Number and Qualification.**

The affairs of the Association shall be governed by an Executive Board composed of not less than five (5) person, each of whom shall be the sole Owner or Co-Owner of record of a Unit in the Association. The actual number of members shall be set by Owners at the annual meeting.

**Section 2 – Powers and Duties.**

The Executive Board shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided.
- (b) To administer the affairs of the Association and the Project, including the adoption and enforcement of rules and enforcement of the Declaration.
- (c) To engage, subject to the provisions of the Declaration, the services of a Manager, who shall manage and operate the Project and the common elements and facilities thereof for all of the Owners, upon such terms and for such compensation and with such authority as the Executive Board may approve.
- (d) To formulate policies for the Administration, management and operation of the Project and the common elements and facilities thereof. These policies may be adopted by the Board as resolutions and placed in the Association’s Book of Resolutions.
- (e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Project and the common elements and facilities, and to amend such rules and regulations from time to time. These rules shall be adopted by the Board as resolutions and placed in the Association’s Book of Resolutions.
- (f) To provide for the maintenance, repair and replacement of the common elements and facilities, and payments therefore, and to approve the payment vouchers to or delegate such approval to the officers of the Manager.

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Project and the common elements and facilities, and to delegate any such powers to the Manager (and any such employees or other personnel who may be the employees of the Manager).

(h) To establish the amount of the annual budget, to include attorney's fees and collection costs for any fines levied, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as hereinafter provided.

(i) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners.

(j) To appoint committees of members or non-members of the Association (including a Covenants Committee) to overlook and assist in the day-to-day operations of the Project, without any executive powers, specifically in respect to items such as maintenance, security, beautification, public relations, and the welfare of residents.

(k) To declare a Board position vacant due to non-participation of a Board member, subject to the due process and notice provisions of the Documents.

(l) To review and establish the insurance coverage needed to adequately insure the Project.

(m) To provide for the development and/or resale of the vacant lots owned by the Association as set forth in the Declaration.

(n) To exercise all other powers and duties of the Executive Board or the Association of Owners, provided in AS 34.08, the Uniform Common Interest Ownership Act.

### **Section 3 – Other Duties.**

In addition to duties imposed by these Bylaws, or by resolutions of the Association, the Executive Board shall be responsible for the following: (a) care and upkeep of the Project and the common elements and facilities; (b) collections of all assessments from the Owners; and (c) designation and dismissal of the personnel necessary for the maintenance and operation of the Project, the common elements and facilities of the Association.

### **Section 4 – Management Agent.**

The Executive board may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but limited to, the duties listed in Section 3 of this Article.

### **Section 5 – Election and Term of Office.**

Directors shall be elected for a term of one year and until replaced by another election. All members may cast as many votes, in person or by proxy, in respect to each vacancy, as they are entitled to exercise under the provisions of the Declaration. Cumulative voting is not permitted.

### **Section 6 – Books, Audit.**

The Executive Board shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals, shall obtain an independent audit of such books and records. A copy of each such audit shall be delivered to any member of the Association within thirty (30) days after the completion of such audit, upon written request from such member.

### **Section 7 – Vacancies.**

Vacancies in the Executive Board caused by any reason, other than the removal of a Director by a vote of the Association, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

### **Section 8 – Removal of a Director.**

At any regular or special meeting duly called, any one or more of the Directors may be removed, with or without cause, including non-participation by the Director in the Board, by a majority of the Owners and a successor may then be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

### **Section 9 – Organization Meeting.**

The first meeting of a newly-elected Executive Board shall be held within ten (10) days of election at such place as shall be fixed by the Directors at a meeting at which such Directors were elected, and no notice shall be necessary to the newly-elected Director(s) in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

### **Section 10 – Regular Meeting.**

Regular meetings of the Executive Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Executive Directors shall be given to each Director, personally or by mail, telephone, email or facsimile, at least three (3) days prior to the day named for such meeting.

### **Section 11 – Special Meetings.**

Special meetings of the Executive Board may be called by the President upon notice to each Director, given personally or by mail, telephone or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

**Section 12 – Waiver of Notice.**

Before or at any meeting of the Executive board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 13 – Executive Board.**

At all meetings of the Executive board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Executive Board. If, at any meeting of the Executive Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**Section 14 – Action Without Meeting.**

The Directors shall have the right to take any emergency action in the absence of a meeting. Any such action, if approved by a majority of the Directors at the next meeting, shall have the same effect as though taken at a meeting of the Directors. The Director or Directors shall present a written report at this meeting describing the circumstances leading to the action and the outcome of the action taken.

**Section 15 – Fidelity Bonds.**

The Executive Board shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

**ARTICLE V**

**OFFICERS**

**Section 1 – Designation.**

The principal officers of the Association shall be a President, vice President, and Secretary-Treasurer, all of whom shall be elected by the Executive Board. The Directors may appoint separate individuals to serve as Secretary and Treasurer, may appoint an Assistant Secretary and/or assistant Treasurer, and may appoint such other officers as in their judgment may be necessary.

**Section 2 – Election of Officers.**

The officers of the Association shall be elected by the Executive Board at its annual meeting and shall hold office at the pleasure of the Board.

### **Section 3 – Removal of Officers.**

Upon an affirmative vote of a majority of the members of the Executive Board, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Executive Board, or at any special meeting of the Board called for such purpose.

### **Section 4 – President.**

The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Executive Board. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

### **Section 5 – Vice President.**

The Vice President shall take the place of the president and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice president is able to act, the Executive Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Executive Board.

### **Section 6 – Secretary.**

The Secretary shall keep the minutes of all meetings of the Executive Board and the minutes of all meetings of the Executive Board and the minutes of all meetings of the Association; he or she shall have charge of such books and papers as the Executive Board may direct; and he or she shall, in general, perform all duties incident to the office of Secretary.

### **Section 7 – Treasurer.**

The office of Treasurer may be combined with the office of the Secretary. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Executive Board.

## **ARTICLE VI**

### **OBLIGATIONS OF THE OWNERS**

#### **Section 1 – Assessments.**

- (a) All Owners are obligated to pay all regular and special assessments imposed by the Association to meet all Project expenses, as set forth in the Declaration
- (b) All delinquent assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

**Section 2 – Maintenance and Repair.**

- (a) Every Owner must perform promptly all maintenance and repair work within his or her own Unit, which, if omitted, would affect the Project in its entirety or in a part belonging to other Owners, being expressly responsible for the damages and liabilities that said Owner’s failure to do may engender.
- (b) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common elements and/or facilities damaged through said Owner’s fault.

**ARTICLE VII**

**AMENDMENTS**

These Bylaws may be amended only by vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Hearing to all Unit Owners, at any meeting duly called for such purpose.

**ARTICLE VIII**

**MORTGAGES AND LEASES**

**Section 1 – Notice to Association.**

- (a) An Owner who mortgages his or her Unit shall notify the Association of its managing Agent, if any, in writing, of the name and address of the mortgagee; and the Association shall maintain such information in order to comply with the requirements in the Declaration for giving notice to mortgagees. Any such Owner shall also notify the Association as to the release or discharge of any such mortgage.
- (b) An Owner who leases his or her Unit shall notify the Association or its Managing Agent, if any, that he or she has leased his or her Unit and shall provide a copy of the lease form and the names, addresses and license plate numbers of all tenant(s). The Owner is also responsible for relaying all of the rules and regulations of the Association, including those contained in the Book of Resolutions of the Association, to his or her tenant. The terms and conditions of any tenancy will be in accordance with the Declaration of the Association and, by leasing his or her Unit, the Owner acknowledges and accepts the duties and responsibilities as set forth in said Declaration with regard to the leasing of a Unit, penalties which may be imposed by the Board, in accordance to Administrative Resolution 3, Due Process.

**Section 2 – Notice of Unpaid Assessments.**

The Association shall, at the request of a mortgagee of a Unit, report any unpaid assessments due from the Owner of such Unit.

## **ARTICLE IX**

### **CONSTRUCTION OF TERMS**

The following terms, as used in these Bylaws, shall have the same definitions as are applied to such terms in the Declaration: "Association", "Common Element", "Declaration", "Executive Board", "Unit", "Unit Owner", "Mortgage", and "Mortgagee".

## **ARTICLE X**

### **APPLICABLE LAW**

In case any of these Bylaws conflict with any provisions of the laws of the State of Alaska, the Articles of Incorporation or the Declaration, such conflicting Bylaw(s) shall be null and void, but all other Bylaws shall remain in full force and effect.

## **ARTICLE XI**

### **RULES OF CONDUCT**

The rules of conduct of the members of the Association are more fully set forth in the Book of Resolutions of the Association. The Book of Resolutions is intended to be used to set in place rules governing the conduct of Association members in such a way that all aspects of community life are addressed and dealt with in an orderly fashion and for the comfort, safety and enjoyment of all Unit Owners. All Unit Owners and their tenants, guests and invitees are bound by the rules of conduct set forth in the Book of Resolutions.

## **ARTICLE XII**

### **USE OF PROJECT**

All Units in the Project shall be used only as private dwellings.

All common elements of the Project shall be used for their respective purposes as designed.

Every Owner and occupant shall at all times keep his or her Unit in a strictly clean and sanitary condition, and shall observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority and all Bylaws, rules, regulations, agreements, decisions and determinations duly made by the Association for the time being applicable to the Project or the use thereof and all restrictions, covenants, conditions and provisions of the Declaration and amendments thereto duly made affecting the Project.

No Owner or occupant shall make or suffer waste or unlawful, improper or offensive use of his or her Unit or the Project or alter or remove any furniture, furnishings, fixtures or equipment of the common elements.

All Owners and occupants shall abide by the rules and regulations of the book of Resolutions of the Association governing the use of the Project. CLE XIII

### INDEMNIFICATION

The Association shall indemnify every Director and officer, and his or her executors and administrators, against all expenses reasonably incurred by or imposed on him or her in connection with any action, suit or proceeding to which he or she may be made a party by reason of being or having been a director or officer of the Association, except in relation to matters as to which he or she shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Association is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.

Dated this 7 day of February, 1994.

LAKESIDE TERRACE TOWNHOUSES, INC.

By: Constance A. Lutz

Its Secretary

### CERTIFICATE OF SECRETARY

The undersigned, CONSTANCE A. LUTZ, does hereby certify that:

1. I am the duly elected and acting Secretary of LAKESIDE TERRACE TOWNHOUSES, INC., an Alaska Non-Profit Corporation; and

2. The foregoing Bylaws, comprised of twelve (12) pages, including this page, constitute the Bylaws of the corporation duly adopted at the meeting of the Executive Board thereof duly held on the 15<sup>th</sup> day of January, 1994.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 7 day of February, 1994.

Constance A. Lutz

Secretary

# LAKESIDE TERRACE TOWNHOUSES, INCORPORATED

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Adopted by the Executive Board

March 22, 2989

Amended December 14, 1992

Amended April 19, 1994

## STATEMENT OF PURPOSE

The purpose of this document is to implement the powers contained in the Declaration of Covenants, Conditions and Restrictions and the Bylaws of Lakeside Terrace Townhouses and to specify remedies and compliance measures that may be employed by the Executive Board to carry out their duty of enforcement of the rules and regulations. These rules will inure to the mutual benefit of all owners inasmuch as adherence to them will enhance the quality of life and provide a safer, healthier and more pleasant environment for the protection of all owners and occupants, as well as minimize the risk of personal injury liability to the Association. These Policies, Administrative Rules and Regulations are applicable to all owners, tenants, and guests at Lakeside Terrace Townhouses.

## AUTHORITY

The Declaration of Covenants, Conditions and Restrictions as recorded, and the Bylaws, Article IV, Section 2 of Lakeside Terrace Townhouses, Inc., effective February 7, 1994 and as may be amended from time to time.

## **ARTICLE I**

### **USE RESTRICTIONS**

#### **Section 1 – Land Use and Building Type.**

Each Unit is restricted to residential use as one single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, vehicle and/or foot traffic, trash or storage. Outbuildings, tents, vehicles and garages shall not be used for dwelling purposes. Alterations to the exterior of buildings, construction of garden sheds, tool sheds, decks, or rear-yard fences may be effected, however with prior approval of the Architectural Control Committee. Planting of trees or shrubs requires prior approval of the Grounds Control Committee. Hanging baskets, planters and flowers may be placed in exterior areas of owner's units, but all such pots and baskets shall be removed seasonally. Christmas lights and decorations may be placed in or on exterior areas of owner's units from the day after Thanksgiving until January 31.

#### **Section 2 – Unit Modifications.**

Any exterior modification through the walls, windows, doors or roofs which opens onto the common area requires prior approval of 80% of the persons entitled to cast votes in the Association, and 80% of the eligible mortgagees. Exterior modifications may be made through the walls, doors or windows which open onto the Unit Owner's lot with prior approval of the Architectural Control Committee, except an aperture no larger than six (6) inches from side to side or top to bottom. Such openings would accommodate common alterations for additional wiring, plumbing, or vents for appliances or small pet doors. Should water or freezing damage, or greater than ordinary wear and tear to the interior or exterior of the unit or to a party wall result from the owner's making such an opening, the owner shall be totally liable for any and all property damages, and no claim may be made against the insurance carried by the Association. The owner shall pay for all necessary repairs, or make restitution to the Association or other affected parties, if repairs are made other than by the owner. No load bearing interior wall may be breached or removed except by prior approval of the Architectural Control Committee.

Inasmuch as the Association provides swings and slides in a playground area, and basketball standards in a tennis court area for use by all Unit owners, tenants and guests: no swing sets, basketball standards or other fixed sports apparatus shall be installed on the Unit lot or affixed to the exterior of the Unit.

#### **Section 3 – Responsibility for Minors.**

Parents or occupants shall be responsible for damage to the common areas, the Units and lots caused by their children or their visitors' children.

#### **Section 4 – Pets, Livestock and Poultry.**

Pets are an important part of some peoples' lives, but can be a major source of annoyance for others. So that all owners/occupants are treated fairly, comprehensive rules covering the keeping of animals are necessary. Livestock, poultry, or pets of any kind shall not be commercially raised, bred or kept on any lot. Common household pets may be kept, provided the following conditions are met:

- A. Any owner and/or occupant will be totally liable for property damage and/or personal injury caused by his/her pet through either negligence or willful non-control of the animal. The pet owner will be responsible for restitution to the Association for repair or replacement of any damaged common area property, including flowers, shrubs and lawns.
- B. A pet shall never be permitted in a common area unleashed and without a responsible handler, nor may any pet be placed in a run, or on a line or on a tether, or housed in a common area. Each pet owner will immediately remove and properly dispose of all animal waste deposited by his/her pet in the common area. Each owner and occupant is charged with keeping his/her lot and Unit free of animal waste, and to properly dispose of same to avoid creating any unsanitary, unsightly or malodorous condition caused by animal waste.
- C. A pet shall not be allowed to cause annoyance. According to Wasilla City Ordinance this is defined as “an actual interference with the sleep, work, or reasonable right to peace, safety, or privacy of one or more persons.”
- D. If the Executive Board receives a written complaint from another occupant concerning a bothersome animal or any of the conditions listed in the previous paragraph, the Board will take action against the pet owner and/or occupant to eliminate such problem. After due process the owner of a pet may be required to dispose of the pet regardless of when the pet was obtained, or regardless of whether other owners/occupants are permitted to retain their pets. The unit owner is responsible and liable for compliance with Board directives regarding pets as they pertain to his/her tenants or guests.

#### **Section 5 – Storage.**

Exposed storage is prohibited in the common area. Discarded equipment, household belongings, tires and other miscellaneous items shall not be kept on the exteriors of the Units. Items which may be placed on rear decks are: deck furniture, grills, bicycles and other toys, and firewood stacked no closer than two (2) feet from the building.

#### **Section 6 – Garbage and Refuse Disposal.**

Trash, garbage, or other waste shall be kept in sanitary containers inside the unit until the day of scheduled disposal. The empty trash cans may not be left out overnight. Waste shall not be disposed of by incineration on any lot, nor shall it be held in any Unit until it produces a noxious or offensive odor or creates an unsafe or unsanitary condition.

#### **Section 7 – Parking.**

The common areas and/or streets located on the Properties shall not be used for the overnight parking of any vehicle other than private family automobiles. Driving or parking on the grass of lots or on the common areas by two-wheeled, four-wheeled, or track vehicles is prohibited. No boat, boat trailer, snow machine, snow machine trailer, house trailer, camper, motor home, truck or other similar vehicle or similar object, or any part thereof, shall be stored or permitted to remain on any lot or the common Areas or any part of the properties unless the same is stored or placed in a fully enclosed garage or in an area designated and authorized for such usage by the Association, in accordance with procedures enumerated in the Association’s Policy Statement #4, entitled Recreational Vehicle Storage Area, effective March 10, 1992, and as may be amended from time to time.

### **Section 8 – Signs.**

The only sign that shall be displayed to the public on the common area or on any lot or living unit is one not more than five feet square advertising the property for sale or rent.

### **Section 9 – Commercial Vehicles.**

Commercial vehicles or construction equipment shall not be parked, placed, erected, or maintained on the common area or on any lot for any purpose except during a period of construction.

### **Section 10 – Natural Resource Extraction.**

Natural resource extraction operations of any nature shall not be permitted upon or in any lot, nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or in the common area.

### **Section 11 – Lease of Units.**

Lot owners may lease their unit to third parties, but such lease arrangements must be in writing and shall provide that failure to comply in all respects with the provisions of the Declaration, Bylaws, Resolutions and all Rules and Regulations of the Association shall be a default under the terms of the lease. No lot owner may lease his/her unit for transient or hotel purposes. Any owner who rents or leases a unit shall:

- A. Notify the Management firm in writing of any non-owner occupant, including names, phone number, and date of occupancy; make, color and license number of vehicles expected to be parked on Association property, and vehicle owner's address and phone number if different from the declared occupant.
- B. Submit to the Management firm a copy of the lease form being used, signed by the owner and occupant, including a section stating occupant understands and agrees to abide by the Association's rules, and that a violation of those rules are also a violation of the lease, for which the tenant is subject to eviction.
- C. Deliver to the tenant a set of Policies, Administrative Rules and Regulations of Lakeside Terrace Townhouses, Inc., which are obtainable from the Management firm.

### **Section 12 – Nuisances.**

No obnoxious, offensive, or illegal activity 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. Group activities, or activities conducted by or participated in by groups of adults or minors, shall not be permitted in the common area which may cause unreasonable annoyance to other owners in their enjoyment of the common properties, or which may cause greater than ordinary damage to the lawns.

No repair or restoration of any motor vehicle, boat, trailer, aircraft or other vehicle shall be allowed 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.

### **Section 13 – Damage to Common Elements.**

The common areas are for the enjoyment of all residents of Lakeside Terrace Townhouses, and are maintained as a common expense. Activities which damage or deface the club house, tennis court, vehicle storage area, playground or grounds, or unauthorized cutting of shrubs, trees, or bushes is prohibited.

### **Section 14 –Antennas.**

Television, radio, or other type of antennas may not be erected on or above a roof. Any that are in place on the effective date of this section may remain until the roof to which it is attached is replaced, at which time the antenna will be removed permanently. Unless new technology prompts review of this section, no satellite dish or other antenna may be erected on unit owner's lot or on the common area.

### **Section 15 – Snow Removal.**

Snow removal on upper decks, porches, walks and driveways on the unit lots is the responsibility of the unit owner. Should water or freezing damage, or greater than ordinary wear and tear to the interior or exterior of the unit or to a party wall result from the owner's/occupant's not removing the snow, the owner shall be totally liable for any and all property damages, and no claim may be made against the insurance carried by the Association. The owner shall pay for all necessary repairs, or make restitution through an assessment if repairs are made by the Association.

Snow removal around the mail boxes, walks and pathways in the common areas will be accomplished by the Association as a common expense.

### **Section 16 – Property Insurance Claims.**

Lakeside Terrace Townhouses, Inc., is required to carry insurance policy for the benefit of all unit owners. An insurance policy may be canceled if there is a "high incidence of claims" against that policy, which would then result in higher premiums when obtaining a policy through another carrier. To minimize the probability of a "high incidence of claims," any property damage to be claimed against the policy paid by Association dues shall be processed through the Association's Manager. The deductible for each claim will not be a common expense, but shall be added as an assessment to the affected owner's regular monthly billing. The refusal or neglect of an owner to correct a known defect as in wiring, plumbing or other condition shall constitute a covenant violation. The total cost to repair such damage shall be borne entirely by the owner, and shall be added as an assessment to that owner's regular monthly billing. Likewise, a violation of any of the foregoing rules which results in claims against the group policy shall be similarly charged to the violator or responsible owner.

## ARTICLE II

### Covenant Violations and Remedies

#### Section 1 – Due Process.

Any actions by the Executive Board regarding violations of the Declarations, Bylaws, Rules and Regulations shall be in accordance with procedures enumerated in the Association’s Administrative Resolutions #3, entitled Due Process, effective September 1, 1992, and as amended from time to time.

#### Section 2 – Delinquent Accounts.

Common expense assessments are due and payable on the first day of the month for which they apply. Assessments not paid within thirty (30) days of the due date are delinquent. Collection of past due accounts shall be in accordance with procedures enumerated in the Association’s Policy Statement #1, entitled Collection of Delinquent Accounts, effective June 8, 1992, and as amended from time to time.

#### Section 3 – Architectural Control.

The Executive Board shall establish a standing Architectural control Committee composed of three (3) or more persons, to be appointed at the first Executive Board meeting following the Annual Meeting. The Committee shall act in accordance with procedures enumerated in the Association’s Policy Statement #2, entitled Architectural Review Procedures, effective June 8, 1992, and as amended from time to time.

#### Section 4 – Grounds Control.

The Executive Board shall establish a standing Grounds Control Committee of three (3) or more persons, to be appointed at the first Executive Board meeting following the Annual Meeting. The Committee shall act in accordance with procedures enumerated in the Association’s Policy Statement #3, entitled Grounds Control Procedures, effective April 19, 1994, and as amended from time to time.

#### Section 5 – Board Powers.

The Executive Board reserves the power and right to establish, make and enforce compliance with such additional rules and regulations as may be necessary for the operation, use, and occupancy of Lakeside Terrace Townhouses, and to take necessary action to obtain compliance with all rules and regulations of the Association. Should any of the foregoing Sections or parts of Sections be found to be unlawful, all other Sections and provisions shall remain in full force and effect.

Dated this 20 day of April, 1994

LAKESIDE TERRACE TOWNHOUSES, INC.

By: Lois M. Wier

Acting President

# LAKESIDE TERRACE TOWNHOUSES, INCORPORATED POLICY STATEMENT #1

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## COLLECTION OF DELINQUENT ACCOUNTS

### ADOPTED BY THE EXECUTIVE BOARD

MARCH 10, 1992

AMENDED JUNE 8, 1992

AMENDED OCTOBER 10, 2001

AMENDED NOVEMBER 14, 2001

### STATEMENT OF PURPOSE

The purpose of this policy is to establish a uniform procedure and set criteria for collection of delinquent assessments and the settlement of delinquent accounts.

### AUTHORITY

ARTICLE OF INCORPORATION FILED MAY 21, 1979, PALMER RECORDING DISTRICT; ARTICLE IV, SECTION (B). LAKESIDE TERRACE TOWNHOUSES DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED NOVEMBER 23, 1994; ARTICLE XVII, SECTION 2(e) LAKESIDE TERRACE TOWNHOUSES BYLAWS, ARTICLE VI, SECTION 1 (b).

### PROVISION I: DUE DATE

All assessments are due and payable on the first (1<sup>st</sup>) day of the month for which they are payable.

### PROVISION II: DELINQUENCY

All assessments not paid ON OR BEFORE THE END OF THE MONTH for which they are payable are delinquent and shall bear interest from the due date and shall be charged a late fee each month in accordance with Provisions VI and VII of this document.

### PROVISION III: 30-DAY NOTICE

The Association shall provide notice to any unit owner who is thirty (30) days delinquent stating the account is delinquent and the amount delinquent. Failure to provide notice does not relieve the obligation of the unit owner to pay all assessments, interest, and late fees.

### PROVISION IV: 60-DAY NOTICE

The Association shall provide notice to any unit owner (and unit owner's mortgage company if any) who is sixty (60) days delinquent stating the account is delinquent and the amount delinquent. The notice

shall advise the owner they have ten (10) days to bring the account current or make suitable arrangements to bring the account current or the Association shall proceed with litigation.

#### **PROVISION V: SUITABLE ARRANGEMENTS TO BRING ACCOUNT CURRENT**

If the amount due the Association is Five Hundred Dollars (\$500.00) or less, suitable arrangements shall mean the owner shall pay the whole amount due or pay the current assessment plus an amount equal to the delinquent amount divided by a factor of six (6) each and every month until the owner is current on his/her assessment. The agreement shall be reduced to writing and signed by the owner and the managing agent. If the delinquent owner does not pay each and every month the agreed amount, the Association shall proceed with litigation without further notice to the delinquent owner.

If the amount due the Association is Five Hundred and One Dollars (\$501.00) or more, suitable arrangements shall mean the owner shall pay the whole amount due or pay the current assessment plus an amount equal to the delinquent amount divided by a factor of twelve (12) each and every month until the owner is current on his/her assessment. The agreement shall be reduced to writing and signed by the owner and the managing agent. If the delinquent owner does not pay each and every month the agreed amount, the Association shall proceed with litigation without further notice to the delinquent owner.

#### **PROVISION VI: LATE FEES**

The Association imposes a late fee of \$25.00 per month on all delinquent accounts with a minimum of \$25 due on the last day of each month. This late fee shall be due and payable as an assessment against the unit, and collection of the late fee shall be pursued together with any delinquent balances.

#### **PROVISION VII: INTEREST**

The Association imposes interest at the rate of twelve percent (12%) per annum for all delinquent accounts on all amounts due from the date due.

#### **PROVISION VIII: DURATION OF LATE FEES AND INTERST**

Late fees and interest shall continue to be imposed until the delinquent account is made current.

#### **PROVISION IX; NSF FEES**

A charge of twenty-five dollars (\$25.00) shall be levied to any owner who issues a check to the Association on an account with insufficient funds to cover the check amount.

#### **PROVISION X: GRIEVANCE PROCEDURE**

If an owner disputes the validity of a charge to the owners account, the owner shall communicate such dispute to the Association Board of Directors through the Managing Agent employed by the Association in a timely fashion not to exceed thirty (30) days after the charge appears on the owner's statement. If the dispute is not resolved between the owner and the managing agent, the owner may attend the next scheduled Board of Directors meeting to present evidence of the owner's assertion, however, this procedure does not preclude litigation by the Board of Directors after 60-day notice has been sent.

If an owner asserts they have made a payment that does not appear on the owner's historical ledger, the owner shall provide the cancelled check to the managing agent. No other evidence of payment will

be accepted by the Association Board of Directors or the Managing Agent. All costs of the owner to acquire the cancelled check will be borne by the owner.

Corrections to the owners account shall be made prior to the next statement issued by the Association or its agent.

**PROVISION XI: REMEDIES UNDER LAW**

The Association shall file or cause to be filed a small claims action and/or a foreclosure and/or any other remedies provided by law against a delinquent owner if the owner does not bring their account current within 10 days of receipt of the 60-day letter described in PROVISION IV above or make provisions to bring their account current in accordance with PROVISION V above. All costs incurred by the Association to enforce assessments shall become the responsibility of the delinquent owner.

**PROVISION XII: MANAGING AGENT AUTHORITY**

The Association Board of Directors assigns the authority of enforcement of this policy to the Managing Agent without requirement of further approval by the Board on each enforcement action except for the filing of foreclosures or small claims actions.

**REVISION ADOPTED**

11/14/01

(DATE)

Lois M. Wier

(PRESIDENT)

11/14/01

(DATE)

Nancy H. Richwine

(SECRETARY)

# LAKESIDE TERRACE TOWNHOUSES, INCORPORATED POLICY STATEMENT #2 MAINTENANCE/ARCHITECTURAL CONTROL PROCEDURES

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## **ADOPTED BY THE EXECUTIVE BOARD**

**MARCH 10, 1992**

**AMENDED JUNE 8, 1992**

**AMENDED AUGUST 22, 1994**

### **STATEMENT OF PURPOSE**

The purpose of this policy is to establish the Maintenance/Architectural Control Committee and to establish its method of operations, communications with the Executive Board, and areas of responsibility.

### **AUTHORITY**

The Declaration of Covenants, Conditions and Restrictions as recorded, and the Bylaws, Article IV, Section 2 of Lakeside Terrace Townhouses, Inc., effective February 7, 1994 and as may be amended from time to time.

## **ARTICLE I**

### **Exterior Building Maintenance**

#### **Section 1. Care and Upkeep of the Project.**

Inasmuch as the primary responsibility of the Executive Board is to protect the value of the Project, the Maintenance/Architectural Committee is charged with the responsibility to determine items of maintenance, repair or replacement of exterior and structural components of buildings required to keep all units in good order.

#### **Section 2. Definitions.**

For the purpose of this policy, the meaning of the following will be as defined in Webster's Third International Dictionary.

- A. Maintenance: The labor of keeping something (as buildings or equipment) in a state of repair or efficiency.

- B. Repairs: The portion of maintenance charges expended to keep fixed assets in adequate and efficient operating condition, and recorded on the books as an expense – contrasted with renewal and replacement.
- C. Renewal: Something used for renewing, specifically: an expenditure that better (as by prolonging useful life, increasing output) existing fixed assets and is usually capitalized in the accounts.
- D. Replacement: Something that replaces, substitutes: as a new fixed asset or portion of an asset that takes the place of a discarded one.

### **Section 3. Inspections.**

Monthly inspections may be made of the exterior of structures encompassing the common properties and the units to determine compliance with the governing documents and this interpretive policy. Such inspection will consider, but will not be limited to, whether there are:

- A. Details of building maintenance which need to be done by the Association.
- B. Roof maintenance which needs to be done by the Association,
- C. Adjustments needed to the Association's painting schedule.
- D. Other items which need to be done by the Association.
- E. Structural renewal or replacement which needs to be done by the unit owner.
- F. Repairs, renewal or replacement, or painting which needs to be done by the unit owner on additions that have been made to the exterior of the unit which are the unit owner's responsibility.

### **Section 4. Notice.**

The Maintenance/Architectural Control Committee shall present a written monthly report to the Executive Board. Should the Board ratify or modify the Committee's action, the Association Manager shall notify the affected Unit Owner of the alleged covenant violation(s), together with a Notice of Hearing at which time the Unit Owner may present testimony on the alleged violation.

### **Section 5 Remedies.**

Should the Board determine that violation has occurred, it may:

- A. Have the violation corrected. Any expense incurred shall be billed to the violating Owner on the next regular monthly billing, and will be due and payable as though a regular assessment. Costs more than 60 days delinquent are subject to Small Claims action through the Alaska Court System.
- B. Assess fines of up to \$50 per day from the date the board has formally determined that said violation exists until the violation is remedied. It is the violating Unit Owner's responsibility to notify the Association Manager when the violation has been corrected. Once fines have been levied, said fines will be billed to the violating Owner on the next regular monthly billing, and will be due and payable as though a regular assessment.
- C. At its discretion, proceed with the actions outlined in A. and/or B. above.

## ARTICLE II

### Additions, Alterations and Improvements

#### **Section 1. Requests from Owners for Structural additions or Modifications.**

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to, or change, or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as in harmony with external design and location in relation to surrounding structures by the Maintenance/Architectural Control Committee. No owner of any lot shall change or alter the exterior color of any structure in whole or in part unless written approval has been obtained as provided above.

#### **Section 2. Committee Approval.**

The Committee shall act on written requests from an owner for such approval within 45 days after plans and specifications have been submitted to it. The Committee's decision will be provided to the Association Manager, who will then notify the requesting owner.

#### **Section 3 Appeal.**

In the event the request is denied, in whole or in part, the requesting owner may appeal the action within 45 days to the Executive Board, which Committee action must be ratified, modified or rejected at the Board's next regular meeting.

#### **Section 4. Alterations to approved Plans.**

Should the plans and specifications as approved be altered otherwise than as approved, such improvements or modifications shall be deemed to have been undertaken without approval having been obtained as required by the governing documents.

#### **Section 5. Remedies.**

Any addition, alteration or improvement commenced without written consent of the Executive Board, or its designated Maintenance/Architectural Control Committee, will result in a penalty not to exceed \$100 per day against the unit owner violating the provisions of this Article as assessed by resolution of the Executive Board.

## ARTICLE III

### Quality Control

#### **Section 1 – Materials Standards.**

When making modifications or repairs to existing facilities, only materials of equal or better quality than the originals will be approved. On replacement or new construction approved materials will include, but will not be limited to the following:

- A. Only brown or green pressure treated wood may be used if it is to come in contact with the ground, or be placed on cement pilings or similar supports.
- B. Nails used on any exterior construction are to be galvanized.
- C. The wood on new decks/porches shall be treated with a preservative and painted with an oil base deck paint.
- D. Wooden fences are to be placed on pressure treated fence posts; the fence itself requires some type of treatment:
  - 1. Sand wood to restore bright wood surface and treat with clear wood finish.
  - 2. Treat with a stain compatible with the building color.
  - 3. Paint in a color compatible with the building color.
- E. Wooden steps are to be constructed from brown pressure treated wood, and finished as indicated in 1, 2 or 3 above.
- F. Others that may be determined from time to time which can be applied uniformly.

### **Section 2 – Evaluation Criteria.**

On requests for Committee approval for modification or additions, the criteria to be applied shall include, but will not be limited to, the following:

- A. No openings onto the common areas will be approved.
- B. No changes in exterior paint color will be approved.
- C. No enclosure of porches, decks or balconies will be approved.
- D. Is the proposed construction in harmony with the external design of the property.
- E. Is the proposed construction in harmony with the surrounding structures.
- F. Is the proposed construction in harmony with the topography.
- G. Does the proposed construction add to the lot's value.
- H. Does the proposed construction add to the overall value of all lots.
- I. Does the proposed construction jeopardize the structural integrity of the structure or surrounding structures.
- J. Will the proposed construction cause an increase in insurance premiums, deductibles or coverage.
- K. Will the proposed construction create an attractive nuisance affecting the association or homeowner liability.
- L. Who will be building the proposed construction.
- M. Are applicable federal, state, borough and city building codes being violated.
- N. Are applicable federal, state, borough and city health and occupancy codes being violated.
- O. Will proposed construction place additional load on association septic system.
- P. Will proposed construction affect water line freezing.
- Q. Will proposed construction affect the cost of maintenance of items the association is responsible for maintaining.
- R. Will proposed construction damage common areas.
- S. Will proposed construction adversely affect other lot owners.
- T. Others that may be determined from time to time which can be applied uniformly.

Dated this 22 day of Aug., 1994  
LAKESIDE TERRACE TOWNHOUSES, INC.  
BY Lois M. Wier  
PRESIDENT

# LAKESIDE TERRACE TOWNHOUSES POLICY STATEMENT #3 GROUNDS CONTROL, PROCEDURES

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**Adopted by the Executive Board**

**February 4, 1992**

**Amended April 19, 1994**

## **STATEMENT OF PURPOSE**

**The purpose of this policy is to establish the Ground Control Committee and to establish its method of operations, communications with the Executive board, and areas of responsibilities.**

## **AUTHORITY**

**The Declaration of Covenants, conditions and Restrictions as recorded, and the Bylaws, Article IV, Section 2 of Lakeside Terrace Townhouses, Inc., effective February 7, 1994 and as may be amended from time to time.**

## **GROUNDS CONTROL**

### **Section 1 - Inspections**

Monthly inspections shall be made of grounds encompassing the common areas and unit lots, and other exterior areas to determine compliance with the Association's covenants, bylaws, and rules and regulations. Such inspection will consider, but will not be limited to, whether there is:

- A. Infringement of household, toys and other recreational items onto the common elements.
- B. Improper restraint of pets by housing or attaching to trees or shrubs on the common elements.
- C. Unacceptable accumulation of animal waste.
- D. Exposed storage.
- E. Exposed trash cans and/or unacceptable accumulation of trash, garbage or other debris.
- F. Indications of driving on lawns and improper parking on grass, streets, or common elements.

- G. Display of unacceptable signs.
- H. Improper use of Association's Recreational Vehicle Storage Area.
- I. Any other condition which would constitute a noxious or offensive nuisance.

### **Section 2 -- Notice**

The Grounds Control Committee shall notify the Association Manager who will notify the affected Unit Owner of the violation and specify the date by which such violation must be corrected. The notice will provide the information that the action taken by the Committee may be appealed to the Executive Board within 45 days from the date of the notice. Depending on the nature of the violation the Committee may specify:

- A. Items which are to be removed or dismantled and removed.
- B. Animals that are repeat offenders, which may be deemed a nuisance, and should the nuisance continue, upon demand by the Executive Board could be removed permanently from the Project.
- C. Vehicles improperly parked which could be towed 48 hours after due notice in the form of a notice affixed to said vehicle.
- D. Damage to lawns, either on the unit lot or common area, caused by vehicles improperly driven or parked which may be repaired to the specifications used for the original planting.
- E. Improperly stored or discarded items, or items not promptly removed from the unit lots or common areas which are to be removed.

The Grounds Control Committee shall present a written monthly report to the Executive Board including new violations noted since the previous board meeting, prior violations which had been corrected, and prior violations which had not been corrected.

### **Section 3 – Remedies**

The Executive Board may ratify, modify, or reject Grounds Control Committee action on prior violations which had not been corrected, or which had been appealed by the Unit Owner. Should the Executive Board reject or modify the Committee action, the Unit Owner will be so notified. If the Executive Board ratifies or modifies, to the extent that the modification requires action, or has received an appeal, the affected Unit Owner will be notified of the date he/she may be heard on the violation. After the hearing:

- A. The Executive Board may have the violation corrected. Any expense incurred shall be billed to the violating Owner on the next regular billing, and will be due and payable as though a regular assessment. Costs more than 60 days delinquent are subject to Small Claims action through the Alaska Court System.

- B. The Executive Board may assess fines of \$25.00 per day from the date the Board has formally determined that said violation exists until the violation is remedied. It is the violating Unit Owner's responsibility to notify the Grounds Committee when the violation has been corrected. Once fines have been levied, said fines will be billed to the violating Owner on the next regular billing, and will be due and payable as though a regular assessment. Fines more than 60 days delinquent are subject to Small Claims action through the Alaska Court System.
- C. The Executive Board may at its discretion impose "A" and/or "B" above.

#### **Section 4 – Additional Responsibilities**

The Grounds Control Committee shall:

- A. Develop a long term plan to improve and maintain the common grounds of the Association.
- B. Develop specifications for the routine maintenance of the Association grounds.
- C. Solicit bids for improvements and maintenance of the Association grounds.
- D. Analyze bids and make recommendations to the Executive Board for approval.
- E. Supervise the performance of maintenance or improvement contracts.
- F. Annually provide the Executive Board with a reasonable estimate of the cost for grounds maintenance and improvements for the coming year. Such recommendations shall be provided in writing at the October Executive Board meeting.

Dated this 20 day of April, 1994

LAKESIDE TERRACE TOWNHOUSES, INC.

By: Lois M. Wier

Acting President

# LAKESIDE TERRACE TOWNHOUSES, INCORPORATED POLICY STATEMENT #4 RECREATIONAL VEHICLE STORAGE AREA PROCEDURES

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**ADOPTED BY THE EXECUTIVE BOARD**

**MARCH 10 1992**

**AMENDED AUGUST 22, 1994**

## **STATEMENT OF PURPOSE**

The purpose of this policy is to establish uniform criteria for usage of the Recreational Vehicle Storage Area.

## **AUTHORITY**

The Declaration of Covenants, Conditions and Restrictions as recorded, and the Bylaws, Article IV, Section 2 of Lakeside Terrace Townhouses, Inc., effective February 7, 1994 and as may be amended from time to time.

## **ARTICLE I**

### **Recreational Vehicle Storage Usage**

#### **Section 1 – Keys**

A key may be obtained for temporary use from the Grounds Control Committee. Upon request a permanent key will be issued by the Association Manager. A five dollar refundable deposit is required.

#### **Section 2 – Space Allocation**

Space in the Recreational Storage Area is on a first come, first served basis: there are no assigned spaces. However, stored vehicles shall be moved on request from the Grounds Committee to permit necessary maintenance of the area. Failure to respond to a legitimate request will be considered basis to have the vehicle towed pursuant to the Associations Administrative policy #3-3.

### **Section 3 – Access Blockage**

A vehicle parked so that it blocks ingress or egress of other vehicles shall be towed after 24-hour notice pursuant to AS 28.11.020 and AS 28.11.030.

### **Section 4 – Vehicle Registration**

Stored vehicles must have current license tags. Violators are subject to towing upon notice of 48 hours in the form of a letter of notice hand delivered to the vehicle owner or mailed by certified mail to the address supplied by the owner. If the owner has not supplied a current address to the Association a notice affixed to the vehicle will be considered due notice.

### **Section 5 – Filing with the Association**

Vehicles not properly registered with the Association are subject to towing. The owner of a stored vehicle must file a registration form with the Association showing:

- A. Description of the vehicle.
- B. The State of the license, and tag number.
- C. Vehicle owner's name, current address and residence lot number.
- D. Current work and home phone numbers of vehicle owner.

### **Section 6 – Responsibility for Damage.**

Damage done to other vehicles, other stored property, fences or lock is the responsibility of the Unit owner, whether damage is caused by the Owner, his/her tenant or guest, and the Executive Board shall assess cost of the damage against the Unit Owner, which shall be added to the next month's bill as an assessment against the property.

### **Section 7 – Storage of Toxic Substances.**

No barrel or other container shall be stored on the Property which contains or has contained any toxic substance including gasoline, oil, paint, bleach, or preservatives. Nor shall batteries be stored, except a battery properly installed in a vehicle.

### **Section 8 – Storage of Miscellany.**

The enclosed storage area is specifically for storage of currently tagged recreational vehicles, and overflow parking for currently tagged family automobiles for which there is insufficient space in the unit driveway or garage. No other storage will be permitted.

### **Section 9 – Loss by Theft**

Use of the Recreational Storage Area is at the user's own risk. The Association is not responsible for lost or damaged property or vehicles.

Dated this 22 day of Aug., 1994

LAKESIDE TERRACE TOWNHOUSES, INC.

By: Lois M. Wier, President

# LAKESIDE TERRACE TOWNHOUSES, INCORPORATED POLICY STATEMENT #5 PARKING PROCEDURES

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**Adopted by the Executive Board**

**August 22, 1994**

## **STATEMENT OF PURPOSE**

The purpose of this policy is to establish a uniform procedure, set criteria for parking of motorized vehicles, and specify remedies to be employed relative to a determined violation of the provisions of the governing documents and this interpretive policy.

## **AUTHORITY**

The Declaration of Covenants, Conditions and Restrictions as recorded, and the Bylaws, Article IV, Section 2 of Lakeside Terrace Townhouses, Inc., effective February 7, 1994 and as may be amended from time to time.

## **ARTICLE I**

### **Unit Lot Parking**

#### **Section 1 – Private Family Automobiles**

A “private family automobile” for the purposes of Association policy is a car, pickup, or small van which is in daily use by the unit owner, tenant, guest, invitee, or their employees; or any other person who might use the facilities of the Project in any manner. One or more private family automobiles may be parked from day to day and overnight on that part of the unit premises specifically designed for vehicle parking including the garage or paved (asphalted) driveway.

#### **Section 2 – Commercial Vehicles**

A “commercial vehicle” for the purposes of Association Policy is any vehicle larger than standard sized pickup or van which is used in the course of a business, or one which displays a sign, other than one painted or attached to one door on each side, or from which the tools of a trade or business are in evidence or are on public display. Tools carried within a van or carried in a pickup bed which is totally enclosed by either a shell or any other cover specifically designed to totally cover the bed by being attached from side to side and front to back will exclude that vehicle from being considered

“commercial”. Any commercial vehicle shall not be parked on any lot overnight unless placed in a fully enclosed garage.

### **Section 3 – Unit Lot Parking Prohibitions**

Vehicles shall not be parked on the Unit’s lawns. RV’s, snow machines or snow machine trailers, boats or boat trailers, house trailers, campers, motor homes, commercial vehicles or trucks larger than a standard sized pickup shall not be permitted on the lot overnight, unless placed in a fully enclosed garage. Such vehicles may be parked in an area designated for such usage by the Association in accordance with procedures enumerated in Policy Statement #4 entitled Recreational Vehicle Storage Area, or parked off the Property.

## **ARTICLE II**

### **Common Area Parking**

#### **Section 1 – Private Family Automobiles**

Common parking areas have been installed for the use primarily as guest or visitor parking. Owners/occupants are permitted to use these areas only for temporary parking permitted only for emergency purposes. A family’s “second vehicle” shall be placed in driveways or garages overnight. A commercial vehicle shall not be parked on the common area for any purpose overnight except during a period of construction.

#### **Section 2 – Common Area Parking Prohibitions**

Vehicles shall not be driven or parked on Common areas lawns, RV’s, snow machines or snow machine trailers, boats, or boat trailers, houses trailers, campers, motor homes, commercial vehicles or trucks larger than a standard sized pickup shall not be permitted on the Common area parking overnight. An exception to this is that a short-term guest or visitor may use Common area parking for a camper or motorized home (which is also being used as the sole means of transportation of the guest) up to three consecutive days, so long as the vehicle does not extend into the street, causing a traffic hazard. For parking in excess of three consecutive days, such vehicles may be parked in accordance with procedures enumerated in Policy Statement #4, entitled Recreational Vehicle Storage Area, or parked off the Property.

No vehicle of any kind may be stored in Common area (visitor) parking areas, nor shall a vehicle that is not in daily use be parked there.

## **ARTICLE III**

### **Remedial Action**

#### **Section 1 – Enforcement**

Any actions regarding violation of procedures for unit lot parking shall be in accordance with the applicable provisions of the Association’s Administrative Resolution #3-2.

Any actions regarding violation of procedures for Common area parking shall be in accordance with the Association's Administrative Resolution #3-3.

Dated this 22 day of Aug. 1994

LAKESIDE TERRACE TOWHNHOUSES, INC.

By: Lois M. Wier

President

# LAKESIDE TERRACE TOWNHOUSES, INCORPORATED POLICY STATEMENT #6 DECKS/ROOFS POLICY

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**Adopted by the Executive Board**

**November 12, 1994**

## **STATEMENT OF PURPOSE**

The purpose of this policy is to more specifically define the obligations of the Association and the Unit Owner(s) with respect to the combination decks/roofs that are a structural component of certain units, and the cost allocation for the maintenance thereof.

## **AUTHORITY**

The Declaration of Covenants, Conditions and Restrictions as recorded, and the Bylaws, Article IV, Section 2 of Lakeside Terrace Townhouses, Inc., effective February 7, 1994 and may be amended from time to time.

## **ARTICLE I**

### **Maintenance/Repair of Combination Decks/Roofs**

#### **Section 1 – History**

Certain of the units in Lakeside Terrace were originally constructed with a portion of the structure useable as a deck on the upper surface, and as a roof or ceiling over an entryway or garage on the under surface. As designed, the slope of the deck was toward the building, which caused runoff water to stand against the exterior wall and allowed seepage between the walls and into the interior of the units. The reconstruction cost was shared by the Association and the Unit Owner. On a one-time basis the Association paid the costs, as a common expense, for correcting the design defect and replacing these decks. The Unit Owners paid for required renovations to the walls and interior portions of their units.

#### **Section 2 – Maintenance/Repairs Responsibility**

In consideration of the fact that whether or not these decks/roofs are put to use by the occupant(s) as a “deck” is solely at the discretion of the Unit Owner, and when in use are subject to greater than normal wear and tear than might be expected should these combination decks/roofs be treated as “roofs”. Therefore, effective the date of this policy all such combination decks/roofs shall be defined and treated

as “decks”; and their maintenance, repair, renewal, or renovation shall be the sole responsibility of the Unit Owner.

**Section 3 – Assignment of Costs**

Any related costs for maintenance, repair, renewal or renovation of the decks defined in Section 2 shall be solely the Unit Owners’ own expense.

Dated this 12<sup>th</sup> day of Nov., 1994

LAKESIDE TERRACE TOWNHOUSES, INC.

By Lois M. Wier

President

# LAKESIDE TERRACE TOWNHOUSES, INCORPORATED ADMINISTRATIVE RESOLUTION #3 DUE PROCESS

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**Adopted by the Executive Board**

**July 7, 1992**

**Amended August 22, 1994**

WHEREAS, Alaska Statutes, Section 34.08.320, (a) (11) provides that associations may, “after notice and an opportunity to be heard, levy a reasonable fine for violation of the declarations, bylaws, rules and regulations of the association”, and

WHEREAS, Article IV, Section 2, of the Bylaws grants the power to exercise for the association all powers, duties and authority vested in or delegated to this association and not reserved to the membership, and

WHEREAS, for the benefit and protection of the association and of the individual member, the Board deems it desirable to establish and operate by a procedure to insure due process in cases where there is a question of compliance by a member, his family, guest, invitee or tenant with provisions of the Declaration, Bylaws or Board policies, thereby attempting to minimize the necessity of seeking action in or through a court of law, and

WHEREAS, it is the intent of the Board to establish procedures for the Board where 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 regarding covenant violations shall be in accordance with the following procedures:

Complaint of a covenant violation shall be brought to the attention of a Board member who shall refer it to the full Board. If the Board of Directors concludes that the complaint appears well founded, the Board shall proceed as follows:

1. In its discretion, the Board may turn the matter over to an attorney with instructions to enforce the rights of the Association in the Alaska courts.
2. Alternatively, the Board may proceed as follows:

- A. A notice of alleged violation shall be prepared and served upon the alleged violator, (i.e., the unit owner).
- B. The notice shall specify in detail:
  - 1) The nature of the alleged violation and the specific covenant which is allegedly being violated.
  - 2) The date, time and place at which the Board shall consider and make a decision regarding the alleged violation. Said date shall be at least five (5) days from the date that the notice is served upon the alleged violator.
  - 3) The notice shall advise the alleged violator that he or she may be present at said meeting and present arguments or evidence in defense of the allegation.
  - 4) The notice shall advise the alleged violator that s/he may cure the violation prior to the meeting or may present evidence at the meeting as to plans for curing the violation.
  - 5) The notice shall advise the alleged violator of the penalties which may be imposed by the Board if it is determined that a violation exists.
- C. At the discretion of the Board, service of the notice shall be completed by first class or certified mail at the alleged violator's last known mailing address. Notice shall be presumed after five days posted if the certified mail has not been returned by the Post Office or if it is returned unclaimed. Posting of notice on the property shall be an alternate method of notice.
- D. At the meeting at which the alleged violation is to be considered, the Board shall hear evidence from the Board member who has investigated the alleged violation and from other interested persons. The alleged violator shall be given an opportunity to fully defend the allegations including providing evidence or argument with regard to the alleged violation, based upon evidence presented at the meeting. If the Board desires, the meeting may be adjourned to allow the Board to view the location of the alleged violation. If the Board determines that a violation exists, it may delay imposition of a fine if the alleged violator presents evidence which convincingly demonstrates that the violation will be cured within a reasonable period of time.
- E. Pursuant to AS 34.08.320 (a) (11), the Board may impose a fine for violation of a covenant in an amount not to exceed \$50.00 per day for every day that violation occurs but said fine may not be imposed until the Board has formally determined that said violation exists. Said fine shall be an assessment against the owner's property.
- F. Once the Board has determined, after notice and hearing, that violation of a specific provision of the governing documents or interpretive policies has occurred, successive

violations of the same covenant by the same owner shall immediately reinstate (without further notice and hearing), a similar fine if proof exists of the repeat violation.

“Adequate proof” will consist of a photograph of the violation, or verification of two or more witnesses to the violation.

3. Inappropriate parking of private or commercial vehicles anywhere on the Common Areas will not be subject to these “Due Process” procedures, but will be subject to the provisions of AS 28.11.020, and AS 28.11.030, which prescribes the basis for removal and impound of vehicles from private property.

Dated this 22 day of Aug. 1994

LAKESIDE TERRACE TOWHNHOUSES, INC.

By: Lois M. Wier

President