

**MORNINGSIDE PARK HOMEOWNERS' ASSOCIATION  
HOUSE RULES**

**Amendment 01/04/12**

The following Rules and Guidelines have been developed to ensure that living in Morningside Park Homeowners' Association is comfortable for everyone, owners and renters alike. All present and future owners, tenants and occupants of any condominium unit of the Morningside Park Homeowners' Association are subject to these rules. Any person who purchases, leases, rents or occupies any of the condominium units thereby agrees to follow these rules.

**HOMEOWNERS OBLIGATIONS**

1. **PARKING AND VEHICULAR RESTRICTIONS:** No vehicle which shall not be in an operating condition shall be parked or left on the property subject to the Declaration other than on a unit's assigned parking space. A vehicle parked in violation of the House Rules may be towed after posting a twenty four (24) hour notice of violation on the vehicle except for a fire land violation, or parking in a private parking space, which will result in immediate towing.
  - a. The parking spaces shall be used for parking vehicles only.
  - b. There shall be no storage of any nature on any portion of the project.
  - c. Parking on lawn areas is not allowed under any circumstances, even though the lawn may be covered in snow.
  - d. All vehicles must be operative. "Operative" as used in these rules means capable of locomotion under the vehicles own power, whether or not the vehicle is parked in a reserved spot.
  - e. Vehicles may not be parked by the owner or tenant and left for more than ten days without the express written approval of the Board of Directors.
  - f. Major repairs of vehicles may not be performed on the premises, even if done in the unit's reserved parking spot.
  - g. Residents only may wash their personal cars or pick-up trucks on the premises. Guest vehicles, campers, and excessively muddy, greasy or oily vehicles under no circumstances shall be washed on the premise.
  - h. Cars leaking oil or other oil spills and drippings must be removed immediately from the parking space. Oil that is not removed from a parking area will be cleaned and charged to the owner by the association.
2. **NUISANCES:** No noxious or offensive activities shall be carried on upon the property. This includes during auto repairs, which take more than 2 days, or producing loud noises on the property, such as playing loud music, television or parties.
  - a. The Board of Directors of the Association shall have the right to determine if any noise or activity producing noise constitutes a nuisance.
  - b. There is a municipal noise ordinance in effect by which all residents must abide.
  - c. No owner or occupant shall commit or cause any illegal act to be committed on the property, or permit or cause anything to be done or kept on the property that will increase the rate of insurance thereon, or obstruct or interfere with the rights of others.
  - d. Any oil from vehicles or any other source will be cleaned up immediately to prevent any damage to the asphalt. If left after a warning is issued the Board of Directors will authorize a third party to clean the oil up and tenant will be fined and charged for all costs.
3. **SIGNS & OUTSIDE INSTALLATIONS:** No signs, poster, displays or other advertising devises of any character shall be erected or maintained on, or shown or displayed from the residences without the prior written approval of the Board of Directors.
  - a. However, signs of reasonable size advertising for rent or for sale may be placed in the window of the pertinent unit without prior permission.
  - b. Nothing shall be erected or maintained to the exterior of the unit without the prior written approval of the Board of Directors.
  - c. Display of the American flag or state flag of reasonable size is permitted.
  - d. Holiday decorations are to be removed within 5 days following the holiday.
4. **WINDOW COVERINGS:** Only window coverings (i.e., draperies, curtains, blinds) with a white and off-white backing showing on the outside are allowed. Sheets, blankets, large towels, aluminum foil, etc are not acceptable window coverings.
5. **PETS:** No animals, livestock or poultry shall be kept in any residence except that domestic dogs, cats, fish and birds in inside bird cages may be kept as household pets within any residence provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities.
  - a. Unreasonable quantities shall be deemed to limit the number of dogs, cats and birds to two (2) each.
  - b. If your pet's waste is causing a problem, your pet may be declared a nuisance by the Board of Directors.
  - c. Dogs in a fenced yard or tied will not be allowed to bark. Any violations of this will result in immediate action by the board. Any violation has to be in writing with the date and time of the offense. Any owner not complying with the Municipal Ordinance will first be issued a warning letter. For a second offense, the owner will be fined \$50. A third offense will result in a \$100 fine. After the third offense but before the problem is turned over to attorneys, the owner/tenant will have an opportunity to appeal the Board's decision. The owner must contact the property manager or a Board member to set up an appeal hearing before the Board. A fourth offense will result in the problem being turned over to the attorney for legal action.
  - d. Any fines or penalties incurred are in addition to any that may be issued through Municipal Ordinance.

- e. All pets, when not in a unit, must be kept on a leash attended by an individual capable of controlling the animal.
  - f. The Association shall have the right to prohibit maintenance of any animal 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 Managing Agent, all such pets shall be promptly removed from the property.
  - g. Each noise violation of a barking dog, aggressive dog, or animal waste not being disposed of immediately in an appropriate manner will result in a fine by the board and also notification to Municipal Animal Control.
  - h. Municipal Ordinance specifically states that all animal waste will be disposed of immediately and that barking dogs will bring a warning and then fines to their owners.
  - i. No animals may be left on the balconies.
6. TRASH REMOVAL: Trash and other garbage shall be disposed of only by wrapping it in a secure package and depositing it into a garbage container approved by the disposal company. Anchorage Refuse and other refuse companies will not pick up any trash left on the ground.
7. LEASE OF UNITS: All Units are restricted to single family residential use and for no other purpose.
- a. Unit owners may lease their unit to third parties, but such a lease arrangement must be in writing and shall provide that the failure to comply in all respects with the provisions of the Declaration, Bylaws, and the House Rules shall be a default under the terms of the lease.
  - b. To insure the Association maintains conformance with owner-occupancy requirements established by AHFC/HUD/FHA/VA, no owner of a unit may enter into an agreement to lease to a third party without having obtained written consent of the Board of Directors, which shall be granted on a first-come first-served basis. Requests for consent shall be in writing only and reviewed on a case by case basis.
  - c. No Unit owner may lease his unit for transient or hotel purposes nor may a Unit owner lease or rent less than the entire unit.
  - d. Tenants will be responsible for the payment of any penalties imposed by the Board of Directors.
8. RESPONSIBILITY FOR GUESTS: Unit owners shall be responsible for their tenant's, and tenant's guests' compliance with these rules.
9. REPAIR AND MAINTENANCE BY UNIT OWNER: Each unit owner shall at all times repair, maintain, and keep his Unit and Limited Common Area subject to his exclusive control in good order.
- a. Owner shall perform promptly all such work within the Condominium Unit or Limited Common Area, the omission of which would affect any part of the Common Area or other Units, and shall be responsible for all loss and damage occasioned by failure to do so.
  - b. Owner shall maintain the lawn area to keep it reasonably free of weeds and healthy and including the application of weed killer.
  - c. Failure to maintain the lawn area will result in a warning sent to the owner. If the problem is not rectified within seven (7) days the Board of Directors, at its option, will hire the work done and bill the owner.
10. Structural alterations or home wiring are not allowed without board approval.
11. Sheds and fences must meet standardized requirements and each must obtain the Board of Directors approval prior to installation. Any deviation subjects the improvement to removal at the owner's expense.

#### VIOLATIONS

1. After having served appropriate Notice upon a unit owner and having been unable to obtain timely and appropriate cooperation in remedying a cited problem, the Board of Directors may, at its discretion, assess a fine of up to \$100 for a violation of the Morningside Park Condominium House Rules and up to \$300 for each repeat violation.
2. If a violation of these House Rules is noted, a letter will be sent to the violating homeowner giving seven (7) days from the date of the letter to correct the violation. If the violation is not corrected after seven (7) days then a fine of \$20 per day will be levied for on-going violations.
3. Violations of a per occurrence nature (loud music, pet waste, parking violations, etc) will be assessed a fine in an amount assessed by the board.
4. If a violation of these House Rules is noted, a Letter of Violation will be sent to the violating owner giving seven (7) days, or reoccurs, to correct the violation.
  - a. If the violation is uncorrected after seven (7) days, a Notice of Fine will be sent to the violating owner.
  - b. The owner will have the right to appear before the Board of Directors at the next regularly scheduled board meeting to appeal the fine and present their case.
  - c. Ongoing, recurring or intentional violations will result in progressively severe fines, which will be levied at the discretion of the Board.

- d. Homeowners may address the Board of Directors at the next regularly scheduled meeting to appeal any fine, provided the homeowner files a written notice of appeal with the Board within 30 days after the fine is levied.
- e. The decision of the Morningside Park Condominium Association Board of Directors will be final.
- f. Any fine together with interest there on, shall be a continuing lien upon the violating owner's Morningside Park property.
- g. If an owner is in repeated violation of a section of the House Rules for which he has been previously noticed, the Board of Directors may waive the Letter of Violation and issue an expedited Notice of Fine.

#### **OTHER ENFORCEMENT**

If the above described enforcement action fails to correct a violation or if an owner is in chronic violation or if the violation is of a nature to cause serious concern to the Board of Directors, the Morningside Park Condominium Association through its Board of Directors may use other means consistent with its Declaration of Covenants, Conditions, and Restrictions, Bylaws, and Federal and Alaska State Law to enforce its House Rules. The cost of pursuing enforcement action, to include reasonable attorney's fees, shall be borne by the violating owner.

#### **MANAGING AGENT RESPONSIBILITIES**

1. Receive and deposit monthly Association dues, pursue collection of delinquent accounts by means specified in Association's Declaration, Bylaws and mortgage covenants. This includes filing liens, small claims, collection procedures and foreclosure actions.
2. Provide information to the Board of Directors so they can make the best decisions for the Association, including information for budget adjustments.
3. Implement decisions made by the Board of Directors, maintain financial records and prepare correspondence when necessary or requested by the Board. Prepare for execution and filing all forms, reports, notices required by law, and file the same with the required governmental agencies. Provide homeowner information regarding the Association.
4. Place appropriate insurance coverage to cover common area liability and the Board of Directors. Building hazard insurance is the responsibility of the owner along with content insurance
5. Provide contracts for the maintenance of the common elements for the Board of Director's approval.

NOTE: These may or may not be responsibilities of the current managing agent – the above should be verified by reviewing a copy of the management contract may be made available upon request.

#### **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 and the common areas and facilities, and to amend such rules and regulations from time to time.
4. To provide for the maintenance, repair and replacement of the common areas and facilities.
5. 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.

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

Information may be obtained from the Managing Agent, Property Management Services, Inc (PMSI), 601 W 41<sup>st</sup> Avenue, Suite 201, Anchorage, Alaska 99503, telephone (907) 562-2929, fax (907) 562-3550, email [pmsi@gci.net](mailto:pmsi@gci.net), or visit [www.pmsialaska.com](http://www.pmsialaska.com). Suggestions should be directed to the Board of Directors or the Managing Agent. Emergency problems may be brought to a Board member for immediate action.