

**House Rules  
for Mountain Vista Owners Association  
Effective February 15, 2014**

The following Rules and Guidelines, which reference the Declaration for , have been developed to ensure that living in is comfortable and enjoyable for everyone and that the value of the property and units are protected. All present and future owners, tenants and occupants of thereby agree to follow these rules. This document is a supplement to and incorporates the existing Rules made part of the initial Public Offering Statement/Resale Certificate and does not waive or negate any rules referenced in that document. Since it is not possible to cover all issues that could arise in this document or the Declaration, the Board of Directors of the Home Owners Association reserves the right to clarify the rules as they might affect individual circumstances. The unanimous decision of the Board in all cases is final.

**I. RESTRICTIONS ON CHANGES/USE**

Owners may not make changes to the exterior, structural or aesthetic appearance of their units or buildings unless they conform with the Rules made part of the Public Offering Statement and are approved by the Board.

1. Satellite dishes, including color and location, must have Board approval prior to installation.
2. Holiday lights may be displayed during the winter months in accordance with the Municipality of Anchorage City of Lights program. Holiday decorations such as those specific to Halloween, Thanksgiving, Christmas, etc. may be displayed during that holiday season, and must be removed when weather permits. Excessive decoration is up to the discretion of the Board.
3. All window covering must be presentable (aluminum foil may not be used as a window covering).
5. Storage of items outside the unit is prohibited unless enclosed behind an approved fence or shed. Outdoor chairs and tables are acceptable as well as a few moderate size decorative pieces or plants. Excessive decoration is up to the discretion of the Board.
6. For safety and cleanliness reasons, trash/recycling containers are to be placed curbside no earlier than the morning of their scheduled pick-up. Trash containers are to be moved back inside the resident's garage or inside fenced yard (as applicable) on the evening after the trash/recycling has been picked up. When it is not possible for the resident to perform these actions, it is the

resident's responsibility to arrange for the above mentioned actions to be completed.

## **II. PARKING**

Owners are responsible for complying with the parking rules described below as well as municipal vehicle and parking codes.

1. In accordance with standing rules outlines in the Public Offering Statement/Resale Certificate, residents are prohibited from parking seasonal type vehicles (i.e. snow machines, boats, campers, recreational vehicles, trailers, etc) outside of their residence any longer than 48 consecutive hours in any week. All inoperable vehicles shall be kept in the garage or other closed structure.

2. Parking during Snow Season: During the months of October – April vehicles parked on the street must be moved at least three (3) times per week during the snow removal process to allow for the plow trucks to access the space. If you are planning on being out of town and are not able to move your vehicle, please notify the Association. If the vehicles are not moved, owners will be responsible for shoveling around the vehicle after every snowfall. All vehicles must be cleaned of snow at least one (1) time per week and the snow shoveled away from the parking space.

## **III. PETS**

1. All pets must remain within the units, unless they are brought outside on a leash. Animals found unattended and not on a leash will be reported to municipal animal control authorities.

2. Pet owners are exclusively responsible to remove pet waste from any and all parts of the Common Elements of the association.

3. The Board of Directors may prohibit the maintenance of any animal that constitutes a nuisance to any other Unit Owner.

## **IV. NUISANCES**

1. Will adhere to the Anchorage Noise Control Ordinance with "Quiet Hours" ranging from 10pm to 7am, Monday through Thursday and 1:1pm to 9am Friday-Sunday (MOA 15.70.010). Unit Owners will receive written notice upon the first violation. Fines will be imposed for subsequent violations.

2. Unit Owners who violate municipal ordinances or state law, such as failure to clean up animal feces, improper disposal of garbage, or unlawful or

unauthorized use of the premises to operate businesses, etc., are responsible for any fines assessed upon the association for their actions.

## **V. ENFORCEMENT / VIOLATIONS**

1. The Board shall perform a periodic check of the association noting any violations of the Declarations or House Rules. In addition, any homeowner may report a perceived violation to the property management company or to a Board member.

2. In the event that an owner is out of compliance with the Declarations or House Rules, actions to remedy the violation will be taken as described in the Fine Structure.

**Fine Structure  
For Mountain Vista Owners Association  
Effective February 15, 2014**

In order to ensure timely payment of monthly homeowner's dues and allow positive enforcement of the Declaration, Rules of , and CC&R's (Covenants, Conditions, and Restrictions) violations, the Board of Directors has prepared the following fine structure to be applied when, at the discretion of the Board, it is deemed necessary to enforce the Declaration and CC&R's. The purpose of the Association is to maintain the common areas of our neighborhood, a harmonious "Planned Community", as well as the aesthetics and property values of the homes within it. This fine structure is based, in part, on similar fine policies currently in effect in other similar communities.

**I. Late Fees**

Monthly association dues are due on the first (1<sup>st</sup>) day of each month. A late fee of twenty-five dollars (\$25.00) will be assessed against the property owner if the property management company does not receive payment of association dues by the last calendar day of the month for which they are due. Failure to pay dues and associated fees in subsequent billing cycles will result in an additional late fee of \$25.00 for each monthly payment that remains unpaid. Continued failure to pay amounts due will result in an assessment against the property, a lien, and possible court action.

**II. Long-term Violations**

Long-term violations are violations which, due to their nature, may require considerable time to be corrected by the property owner. Examples include unapproved/improperly constructed fences, decks, or landscaping, restricted or excessive pet ownership, or improper use of the property such as operating an unauthorized business.

**First Notice** – A notice will be mailed to the property owner stating which section of the CC&R's is violated and advise of possible future fines. The property owner will be given a minimum of thirty (30) days to correct the violation. The property owner must inform the property management company in writing when the correction is complete so it can be confirmed by a member of the Board or property management company.

**Second Notice** – If the violation is not corrected within the timeframe provided in the first notice, the property owner will be assessed a seventy-five dollar (\$75.00) fine and given fourteen (14) additional days to correct the violation. The property owner must inform the property management company in writing when the correction is complete so it can be confirmed by a member of the Board or property management company.

**Third and Final Written Notice** – If the violation is not corrected after issuance of the second notice, the property owner will be assessed an additional one-hundred dollar (\$100.00) fine for each week thereafter until the violation is corrected. The property owner must inform the property management company in writing when the correction is complete so it can be confirmed by a member of the Board or property management company.

### **III. Short-term Violations (Weekly)**

Transient or short-term violations are violations which, due to their nature, can be corrected quickly (within a few days). Examples may include improper storage of materials, equipment, or vehicles, and installation of satellite dishes or sheds without approval.

**Notice** - A notice will be mailed to the property owner stating which section of the CC&R's is violated and advise of possible future fines. The property owner will be given seven (7) days to correct the violation.

**Non-compliance** - If the violation is not corrected within seven (7) days, a fee of \$75 will be levied for each week the violation continues to exist. If the violation persists for more than three (3) weeks, the weekly fine will increase to one-hundred dollars (\$100.00) for each week thereafter until the violation is corrected. The property owner must inform the property management company in writing when the correction is complete so it can be confirmed by a member of the Board or property management company.

### **IV. Daily Violations**

Daily violations are violations which, due to their nature, can be corrected immediately. Examples include improperly parked vehicles, excessive clutter outside the unit, improper disposal of garbage, noise, pet feces, or other nuisances. These violations will be subject to daily fines of twenty-five dollars (\$25.00). Property owners will receive only one written notice for such violations. Fines will accrue daily thereafter.

### **V. Property Damage, Municipal/State Violations**

If a property owner is determined to be responsible for property damage to common areas (for example, destruction of landscaping, lampposts, signage) or violations of municipal ordinances or state laws (parking violations, failure to clean up pet feces or properly dispose of garbage), the association will require the property owner to cover any cost associated with repairing the damage or correcting the violation (including any fines imposed on the association by a governmental authority). A notice will be mailed to the property owner with an explanation of the violation and any fines or costs associated with correcting the violation.

## **VI. Multiple Infractions Over Time**

This fine structure is based upon each separate violation - for example, parking and noise violations. Violations of the same type may be considered cumulative. For example, if a notice is sent out in June for a parking infraction and the exact same infraction occurs again in September, the property owner will be sent a **second** notice that will include a seventy-five dollar (\$75.00) per week fine. If this exact infraction were to occur later in October, the property owner would be sent a **third** notice that would include a fine of one-hundred dollars (\$100.00) per week.

Fines are due in full upon receipt of notice unless other arrangements are agreed to by the Executive Board or property Management Company. All fines become enforceable liens on the property, and additional fees for bookkeeping and legal costs may be added as they accumulate.

Created December 12, 2013