



The parking and vehicle restrictions for the Chugach Townhouse Condominium Association (the "Association") are set forth in Section 9.2 of the Declaration of Covenants, Conditions and Restrictions (the "CC&R's") for Chugach Townhouse Condominiums, dated January 22, 1988, as amended on April 13, 1998.

Pursuant to its authority under Section 9.14 of the CC&R's, as amended, and Section 8.1(a) of the Bylaws of the Chugach Townhouse Condominium Association (the "Bylaws"), the Board of Directors promulgated this regulation to clarify the process by which parking and vehicle restrictions set forth in the CC&R's will be enforced and penalties assessed for any violation(s).

Section 9.2 of the CC&R's, as amended, provides:

To provide adequate access for ingress and egress of vehicles to all units located on Lots 2, 3, and 4, **all parking is prohibited in front of Units 5529-1, 5529-2 and 5529-3 located on Lot 3, and Unit 5531-1 located on Lot 4. The owners and residents of, and invitees to, Units 5527-1, 5527-2 and 5527-3, located on Lot 2, and Units 5531-2, 5531-3 and 5531-4, located on Lot 4 may park no more than two vehicles not to exceed 20 feet in overall length in front of their respective units.** A total of five additional parking spaces located to the north and south of buildings 5529 and 5531, as depicted in Exhibit C, and supplemented by Exhibit C-1 attached, are available for common use by the owners and residents of, and the invitees to, all units located on Lots 2, 3, and 4. (Emphasis added)

Units 5527-1, 5527-2, 5527-3, 5531-2, 5531-3, and 5531-4 with parking rights assigned by Section 9.2 of the CC&R's as amended and depicted in EXHIBIT NP-1, are referred to herein as "Unit Parking."

Although Section 9.2 of the CC&R's mentions five additional parking spaces available for common use, **there are in fact seven additional parking spaces available for common use;** one parking space located to the north and south of buildings 5527 and 5529 respectively, one parking space to the north of building 5531, and two parking spaces to the south of building 5531. These seven parking spaces as depicted in EXHIBIT NP-2, are referred to herein as "Common Parking." Common Parking is available to the owners and residents of, and the invitees of buildings 5527, 5529, and 5531 on a first come first serve basis.

Units found to occupy a highly disproportionate share of the seven common parking spaces on a weekly basis, may necessitate a Board action to adopt rules that place nonuniform limits and restrictions (per section 8.1(c) of the Bylaws) **on individual units for common parking.** The Board has drafted nonuniform rules for common parking as a contingency. We hope that units will be considerate of their neighbors so that more stringent rules will not be adopted. The Board of Directors encourages unit owners to resolve problems with their neighbors before reporting a grievance.

Prohibited Use

The following conduct is prohibited and may subject the responsible unit owner to monetary fines and other penalties under parking enforcement:

- Parking in front of Units 5529-1, 5529-2, 5529-3, and 5531-1 by any unit owner, resident, or invitee.
- **Misuse of Unit Parking.** Misuse of unit parking may include but is not limited to the following: (a) parking more than one vehicle in a parking space; (b) parking a vehicle in more than one parking space; (c) parking in a manner that limits reasonable access by other unit owners to their units or unreasonably obstructs access to the common elements; (d) parking wrecked, inoperative, or derelict-appearing vehicles; (e) parking vehicles exceeding 20ft in length; and (f) not parking directly in front of your garage door. [Note: see EXHIBIT NP-1 for clarification on how vehicles should be parked]
- **Misuse of Common Parking.** Misuse of common parking may include but is not limited to the following: (a) parking more than one vehicle in a parking space; (b) parking a vehicle in more than one parking space; (c) parking in a manner that limits reasonable access by other unit owners to their units or unreasonably obstructs access to the common elements; (d) parking on the lawn; and (e) parking wrecked, inoperative, or derelict-appearing vehicles.
- Parking any trucks larger than 3/4 ton with extended cab and long bed, mobile homes, commercial vehicles, campers, trailers (including any boats, ATV's, snow machines, etc.) on the common or limited common elements (*i.e.*, in front of units or in guest/common parking spaces).
- Parking any vehicle outside that is leaking oil or other fluids.
- Any other conduct which compromises the safety of unit owners, their children, or guests or otherwise interferes with the reasonable use and enjoyment of the common elements and limited common elements by unit owners, residents, and their guests.

Winter Parking

The parking and vehicle restrictions set forth above and as set forth in the CC&R's shall apply year round; provided however, that from the first snowfall through April 15th, no vehicle may be parked outside in such a manner or at such time that it obstructs or interferes with snow removal, snow disposal, or snow storage.

In the event that a unit owner, resident, or guest is parked outside when the Association's snow removal contractor is on site, and **such vehicle is not immediately moved without disruption to snow removal, the responsible unit owner will be subject to a modified version of parking enforcement. Enforcement and penalty provisions within this section shall only apply to violations that impede a snow contractor from performance of routine maintenance** (removal, disposal, or storage of snow). Violations of winter parking guidelines are recorded and enforced separately from violations under normal prohibited use.

1 st Offense	Written warning sent by certified mail.	<u>(no grace period)</u>
2 nd Offense	\$100 fine sent by certified mail.	<u>(no grace period)</u>
3 rd Offense & BEYOND	Vehicle towed, \$100 fine sent by certified mail.	<u>(no grace period)</u>

Parking Enforcement

Except as otherwise set forth, any unit owner directly or indirectly responsible for a violation of the parking and vehicle restrictions, without prior approval from the Association shall be subject to the following:

1st Offense

Written warning.

Unit owners in violation of the parking rules will have a 10 day grace period from the date of mailing to receive documentation of violation(s), before any new violations may be observed or issued. A Board member will attempt to notify the unit owner in person or by phone, and may post documentation to the unit owner's door.

2nd Offense

Written warning sent by certified mail.

Unit owners in violation of the parking rules will have a 10 day grace period from the date of mailing to receive documentation of violation(s), before any new violations may be observed or issued.

3rd Offense

\$100 fine sent by certified mail.

Unit owners in violation of the parking rules will have a 10 day grace period from the date of mailing to receive documentation of violation(s), before any new violations may be observed or issued. The unit owner will be subject to a One Hundred Dollar (\$100.00) fine payable to the Association within thirty (30) days from the date of mailing of written notice of a violation.

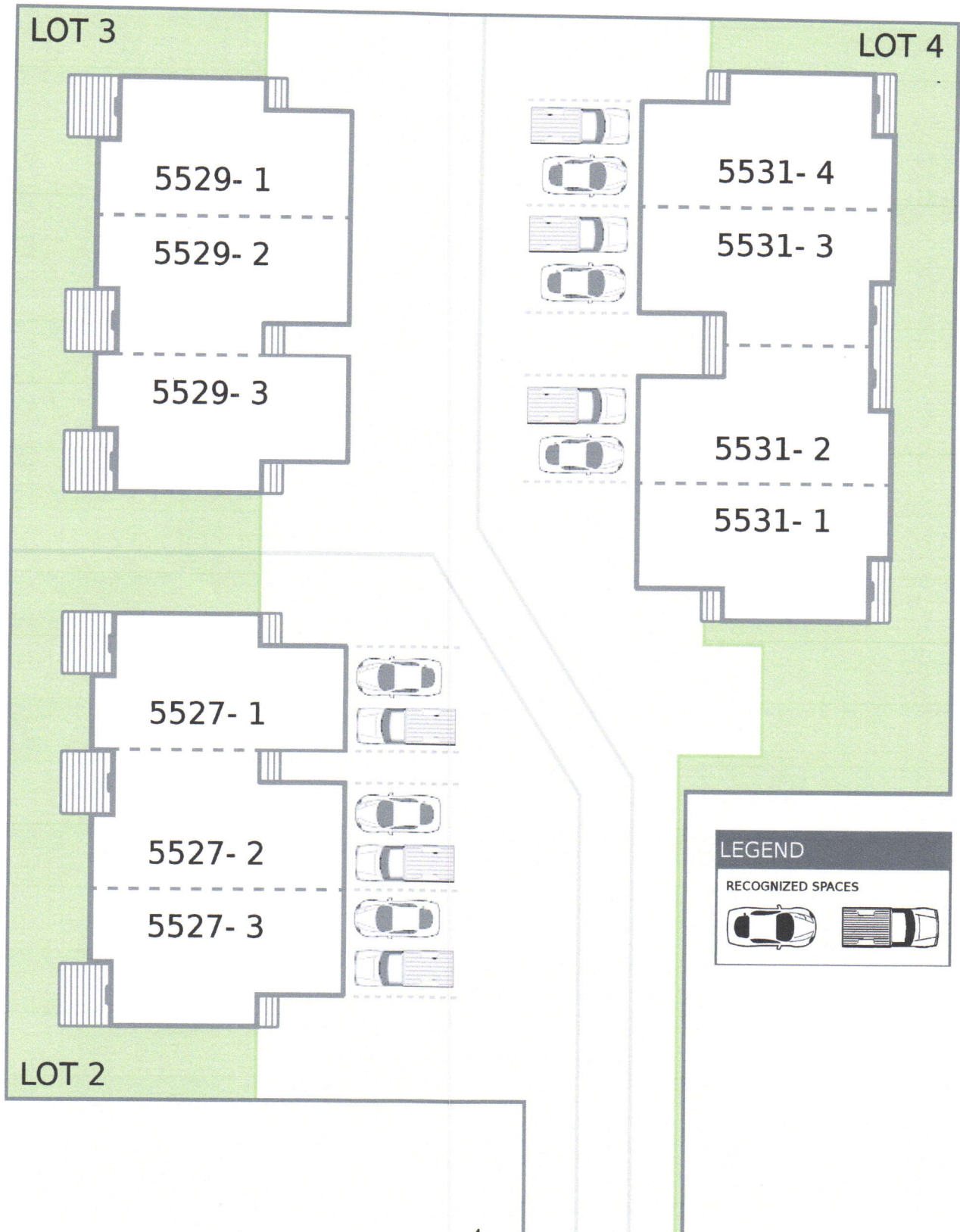
4th Offense

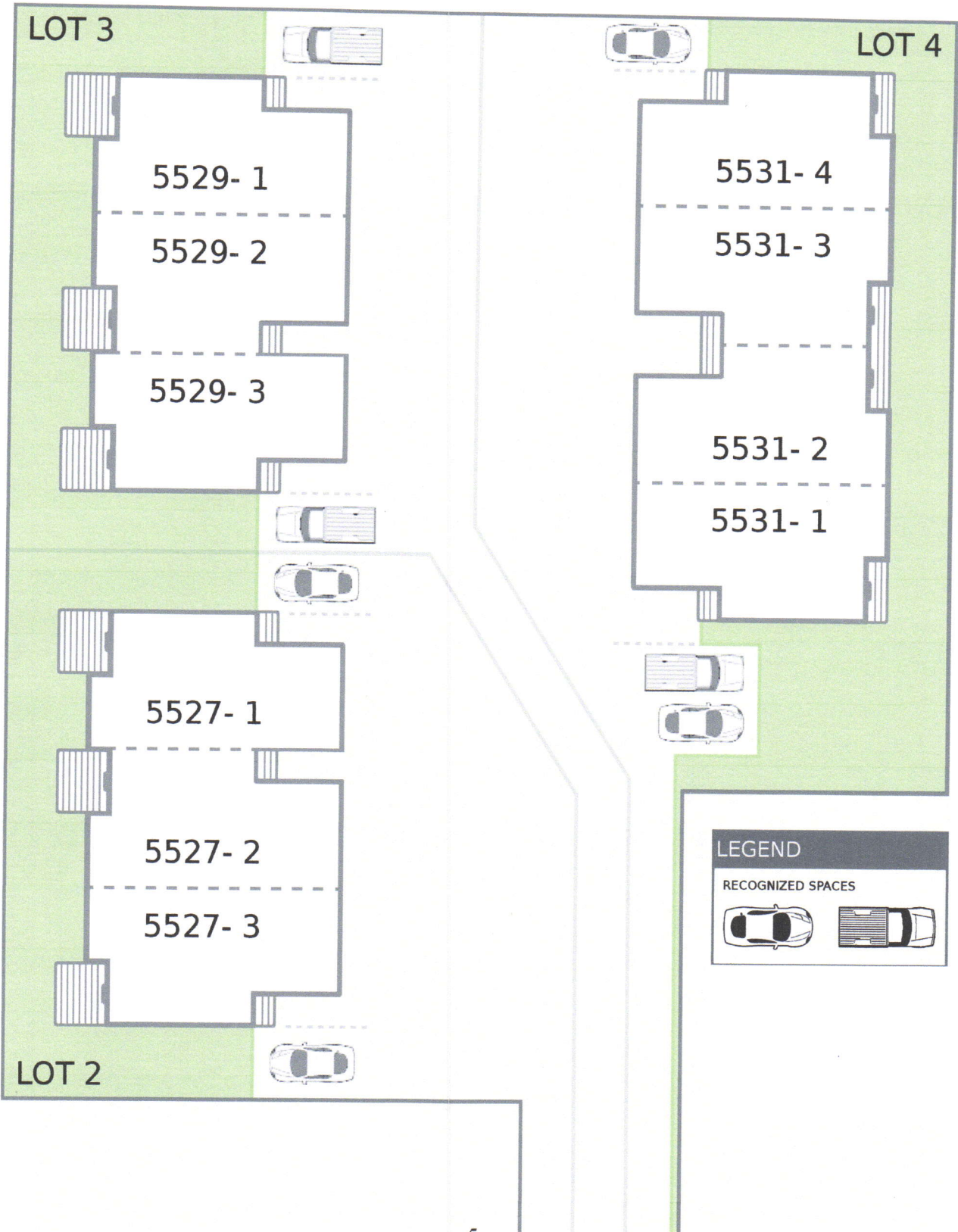
Vehicle towed, \$100 fine sent by certified mail.

& BEYOND

No warning or grace period will occur. Vehicle(s) in violation, regardless of actual ownership, will be immediately towed at the unit owner and/or vehicle owner's expense and the unit owner will be subject to a One Hundred Dollar (\$100.00) fine payable to the Association within thirty (30) days from the date of mailing of written notice of a violation.

The above monetary and other penalties shall apply on a per unit basis and not on a per vehicle basis. Hence, each unit owner shall be responsible for informing his or her guests of Association parking and vehicle restrictions. Unit owners are responsible for keeping a current mailing address on file with the Association's property management firm. Failure to keep a current mailing address on file will not absolve unit owners of fines accrued or penalties listed in this enforcement section. The foregoing shall not limit the Association from availing itself of other remedies provided under the CC&R's, the Bylaws, or under Alaska law. This regulation is not intended to amend, alter, or supersede the responsibilities of unit owners otherwise set forth in the CC&R's. **Each year, violation tallies for all units shall be reset to zero (0) following annual elections of the Board of Directors.**





Unit is an equal percentage interest, determined by dividing the number one (1) by the total number of Units constructed in the Property. The specified percentage is set forth in Exhibit B.

(b) Votes. Each Unit in the Common Interest Community shall have one equal vote.

ARTICLE IX.

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 9.1 Single Family Residence. Residences shall be used exclusively for single-family residential purposes except as provided for in Section 9.12.

Section 9.2. Parking and Vehicle Restrictions. To provide adequate access for ingress and egress of vehicles to all units located on Lots 3 and 4, all parking is prohibited in front of Units 5529-1, 5529-2, 5529-3, located on Lot 3, and unit 5531-1 located on Lot 4. The owners and residents of, and invitees to, Units 5531-2, 5531-3 and 5531-4, located on Lot 4, may park no more than two vehicles not to exceed 20 feet in overall length in front of their respective units. A total of five additional parking spaces located to the north and south of buildings 5529 and 5531, as depicted in Exhibit C are available for common use by the owners and residents of, and invitees to, all units located on Lots 3 and 4.

No wrecked, inoperative or otherwise derelict-appearing automobiles, and no trucks larger than 3/4 ton with extended cab and long bed, trailers, mobile homes, truck campers (except on a permitted vehicle being used daily for regular transportation), detached camper units, boats, or commercial vehicles shall be kept, placed, stored, or maintained for any period upon any land subject to this Declaration, except within an enclosed garage. "Commercial vehicles" are vehicles adapted to and used primarily for performance of business functions.