

**Adventure Condominium Association
600 West 76th Avenue – Anchorage, AK 99518**

INTRODUCTION

The Adventure Condominium Homeowner's Association is managed by Cange Group, LLC. Owners with questions should contact Cange Group at (907) 929-9966. Tenants with questions should contact their landlord.

Through the act of purchase or rental, all residents agree to comply with the Declaration of Covenants, Conditions and Restrictions, Reservation of Easements and Condominium Plan Pursuant to the Horizontal Property Regimes Act of the State of Alaska for Adventure Condominiums. Pursuant to the Covenants, Article IV, Section 2(e) of the Adventure Condominium Association Bylaws, the Board of Directors is authorized 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." If you do not have a copy of the Covenants or Bylaws, contact Cange Group, LLC to obtain a copy.

GENERAL RULES AND REGULATIONS

1. GENERAL REGULATIONS:

- 1.1. It is the responsibility of each unit owner (and his or her tenant(s) or licensee(s)) to fully comply with these rules and regulations. Unit owners (and their tenants or licensee(s)) will be responsible to communicate and properly instruct all tenants, licensees, visitors, guests, family members, tradesmen, callers and others who may have legitimate reasons for access or cause to be on the property, regarding the operations and effect of these rules and regulations.
- 1.2. Unit owners who lease, license, or rent their units to others are ultimately responsible for the actions of said tenants. The unit owner must include in and attach to all leases, a copy of these rules and regulations.

2. SECURITY

- 2.1. The Adventure building has four exterior doors (1 – main lobby, 1 – first floor north end, 1 – first floor south end, 1 garage). All exterior doors are always to be locked and **never left propped open**. The exit door on the north and south end of the building are posted Emergency Exit Only and should only be used only for emergency exit.
- 2.2. For private secure access, each owner will be assigned a four-digit passcode to enter through the front lobby. To maintain a secure building, do not share codes with members identified in Section 2.3.
- 2.3. To further maintain building security, contractors, housekeepers, vendors, etc. will be required to have a different four-digit passcode, with stringent access parameters (i.e. when and what time they can enter the building).

3. TRASH/GARBAGE

- 3.1. Trash chutes on each floor are for securely tied garbage bags only. Take large items to the dumpster room in the garage.
- 3.2. Break down boxes before placing in the dumpster.
- 3.3. No garbage is to be left in the chute rooms.

4. STORAGE

- 4.1. No exposed storage is allowed in the garage, in the common area outside of any unit or balconies. Any exposed storage is subject to a fine or removal without notice. Exception: approved storage of bicycles in the area between your vehicle and storage units in the garage. All bicycles stored between storage units and vehicles shall be maintained in a neat and orderly fashion.

5. GENERAL PARKING AND GARAGE RULES:

- 5.1. Vehicles are not to be idled in the garage.
- 5.2. Entering and exiting the garage should be done slowly. **NO SPEEDING.**
- 5.3. Grease, oil, etc. should not be poured down the garage drains.
- 5.4. No hose washing of vehicles is allowed in the garage. If you bucket wash your vehicle, confine the washing to your parking area.

- 5.5. **PERMITTED PARKING:** All vehicles must be registered with the management office. Parking of motor vehicles will be permitted on Association property only at 600 W. 76th Avenue, Anchorage, Alaska 99518 with the appropriate decal or tag. Decals should be placed in lower driver's side windshield area; visitor tags should be hung on the rear-view mirror of all non-resident vehicles that will be in parking lot after 11:00pm and/or for multiple days.

5.5.1. Garage Parking Area: Parking for one car per unit is allowed in the garage and only in the assigned parking space. (Exception: Those spaces without storage units may park two vehicles in tandem providing they do not extend beyond the red parking stripe limit).

5.5.2. Outside Parking Area: Parking outside is first come, first serve in the Adventure parking areas. Parking outside the Adventure building is limited to; the east side of the building striped parking area; the island directly in front of the Adventure on the east side; the north side entrance to the parking garage striped parking area.

- 5.6. **PROHIBITED PARKING:** Parking of motor vehicles is prohibited in all other locations with the Association, including:

- 5.6.1. Parking is prohibited in all the locations within the Association which are designated by signs or yellow street markings as "No Parking" for various safety reasons, including but not limited to fire lanes. No parking is allowed in front of the elevator except for loading and unloading.
- 5.6.2. During winter months, the parking area near the garage (north side) is reserved for snow removal dumping.
- 5.6.3. No parking is allowed in front of the elevator except for loading and unloading.

- 5.6.4. Recreational vehicles are not to be parked in the garage, except for loading and unloading.
- 5.6.5. Parking is prohibited in front of walkways and private driveways, within thirty (30) feet of a stop sign, within twenty (20) feet of a crosswalk at an intersection, or within fifteen (15) feet of fire hydrants. Parked vehicles should not restrict access to driveways, streets, or pedestrian traffic.
- 5.6.6. No motor vehicles will be permitted to park or operate on greenspaces or sidewalks within the Association, except for emergency vehicles.

5.7. PROHIBITED VEHICLES: (Pursuant to Article II of the Declarations)

- 5.7.1. Trailer, mobile home, camp truck, house trailer, recreational vehicle, boat or other similar vehicles may not be parked in the common area parking lot for more than 48 hours. All vehicles must be parked within a single parking space without causing any obstruction or the blocking of access to adjoining parking spaces.
- 5.7.2. Inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria).
- 5.7.3. Vehicles without current tags or registration.
- 5.7.4. The parking spaces shall be used for parking vehicles only and shall not be converted for living, recreational or business purposes.
- 5.7.5. Machinery or equipment of any kind or character (not including such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and any equipment and machinery as the Board of Directors may require in connection with the maintenance and operation of the Association) shall be kept upon any portion of the Association (except for bona fide emergencies).

5.8. ENFORCEMENT PROCEDURES:

The Board shall be responsible for enforcing these rules and regulations. In fulfilling its obligation to enforce these rules the Board may enlist the assistance of its managing agent and/or such other agents (such as a towing contractor). Unit owners or residents who observe a violation or wish to lodge a complaint should contact a Board member or its Managing Agent, and make such complaint in writing and will adhere to the same violation guidelines outlined in Section 11.

5.9. TOWING VIOLATIONS: Without limiting the generality of Section 4.1 of these rules and regulations, the following violations will result in immediate towing without warning:

- 5.9.1. Vehicles threatening the safety of the Association residents, including but not limited to parking in designated fire lanes.
- 5.9.2. Vehicles blocking or improperly impeding access to any portion of the general common elements.
- 5.9.3. Prohibited vehicles which shall include commercial vehicles, inoperable or unlicensed vehicles and covered vehicles.
- 5.9.4. No unit owner nor any guest of a unit owner may park in the common area directly in front of another unit owner's parking space.

6. PETS

- 6.1. Cats and Dogs are limited to two (2) per unit, no larger than 20 lbs in weight.
- 6.2. Any resident whose pet, or visitor's pet, relieves itself in the building is subject to a fine.
- 6.3. Residents must pick up after their pets when the pets relieve themselves on the grounds, inside or outside. There is a pet waste disposal can be located beside the small garbage can inside the garage and one outside off the driveway leading into the garage. These are the only places pet waste should be discarded.
- 6.4. Any pet outside of a unit in the common areas shall be attended and restrained on a leash, at all times. The Municipal Animal Control Regulations are in effect in the project.
- 6.5. Pets may not cause a nuisance to other residents. Per Declarations, Article II, Section 8, The Board of Directors of the Association shall have the right to determine "a nuisance" that would prohibit any animal's acceptance to live within the units of the project.
- 6.6. Owners are subject to a fine or will be requested to remove their pets for failure to observe animal control rules. This includes lawn repairs caused by pet overuse including but not limited to digging and urinating.
- 6.7. A petition may be brought to the Board of Directors if an owner has a concern about any of the pet rules.

7. MOVING and/or DELIVERIES i.e. furniture/appliances

- 7.1. All moving, into or out of the building, is to be done through the garage.
- 7.2. An elevator "on/off" key for use during moves can be obtained from a Cange Group with arrangements made a few days in advance.
- 7.3. Items should be hauled from the unit/truck to the front of the elevator and once a full load is accumulated the elevator should be quickly loaded and unloaded.

8. NUISANCE

- 8.1. Residents may not cause a nuisance to others. This includes, but is not limited to noise and noise-producing activities. Quiet time is to be respected. Quiet time is from 9pm to 9am.

9. MISCELLANEOUS

- 9.1. Newspapers delivered to the building are for subscribers only.
- 9.2. Christmas trees are to be hauled away by the owner. We have no service for Christmas tree disposal.
- 9.3. No smoking is allowed in the common areas. Or within fifty feet (50) of the building.
- 9.4. If you spill anything in the common areas, you must clean up after yourself.
- 9.5. Bicycles should be taken in and out of the building through the garage. If it is necessary to bring the bicycles beyond the garage, the tires should be clean so that the carpet is not tracked. If the tires are not clean, the bicycle should be carried. Bicycles are not permitted on the grass.
- 9.6. No one is permitted to play in the interior common areas (hallways, garages).
- 9.7. Windows are not to be covered with foil, newspaper or other unacceptable window coverings.
- 9.8. No unlawful use shall be made of any part of the project. No firearms may be used on the property. Explosives or illegal products may not be kept on the premises.
- 9.9. Each unit owner is liable to the Association for any damages, which may be sustained by reason of the negligence of owner or owner's guest, invitee or tenant.

10. LEASING OF UNITS

- 10.1. A unit owner who rents or leases the unit to another party shall report to the association manager within 10 days of rental occupancy or signing of a rental agreement, whichever is earlier, the renters name, mailing address, and telephone numbers. Leases must require compliance with the Declaration of Covenants, Bylaws, and House Rules as a condition of occupancy.
- 10.2. Each unit owner should be aware that they are responsible for the actions of their renters. Unit owner will be notified of violations and will be expected to ensure compliance of occupants and guests. Fines, if necessary, will be levied against the unit owner, rather than the tenant.

Each owner must have a current confidential "means of contact" on file with the association manager. Information is held in confidence but is necessary in the event of an emergency involving the unit. Information must be updated each year at the time of the annual meeting.

11. NON-SMOKING BUILDING

- 11.1. Adventure is a non-smoking building, in all areas to include common areas and individual condo units.

12. VIOLATION PROCESS & FINE SCHEDULE

12.1. Applicable Documents.

- 12.1.1.1. The policies stated below apply to violations of any of the Governing Documents of Adventure Condominium Homeowners Association ("Association"), including the Articles of Incorporation; Bylaws; Covenants, Conditions, and Restrictions ("CC&Rs"); or Rules and Regulations ("Rules").

12.2. Actions Prior to Initiation of Formal Disciplinary Process.

- 12.2.1.1. The Board of Directors ("the Board"), an Owner of a separate interest ("Member"), or any resident of the Association has the authority to request in any reasonable manner that a Member, resident, tenant, or invitee thereof cease or correct any act or omission which appears to be in violation of the Governing Documents of the Association. Complainants are encouraged to attempt such informal resolution before the formal process is initiated. However, if a Member or resident cannot, or will not, initiate informal resolution, or if the informal resolution is not successful, the following procedures will apply.

12.3. Written Complaint.

- 12.3.1.1. Disciplinary proceedings will be initiated upon the receipt of a written complaint ("Complaint") from any Member or resident to the Board or its designated agent on an Association complaint form or by letter, setting forth, in ordinary and concise language, the acts or omission with which the alleged offender ("Respondent") is charged. Complaints may also be initiated directly by any member of the Board of Directors or by the management agent. The Complaint should include the specific provisions of the CC&Rs or Rules which the Respondent is alleged to have violated, and should consist of more than charges phrased in the general language of such provisions. The Complaint should contain as many specific and supporting facts as are available, such as time, date, location, person(s) involved, and other

relevant details so that the Complaint may be evaluated and investigated by the Board or its designated agent. Complaints initiated by a member of the Board of Directors or management agent may be in any form which provides a record of the Complaint. A copy of the Complaint will not be provided to the Respondent except as required by law.

12.4. **First Notice.**

12.4.1.1. Upon the filing of the Complaint, to the extent the Board deems appropriate, the Board shall reasonably investigate the Complaint to verify that, if true, the allegations constitute violation(s) of the Governing Documents. If so (and if the Board, in its sole discretion, determines that enforcement is appropriate in the case in question), the Board shall send a written First Notice (warning letter or email) to the Respondent, summarizing the Complaint and requesting compliance with the Governing Documents. Such First Notice shall be served by the management company to the resident tenant. No penalty shall be assessed to the owner in this First Notice. If compliance occurs as a result of sending this First Notice, the Board need take no further action on the Complaint.

12.4.1.2. Written first notices are not necessary for posted rules of the building or notices of rules that are included in the newsletters for that year. Fines can be assessed by the board of directors in these cases with no notice. After the notice the offender may address the board by hearing or letter/email. If requested the board will set a hearing date within 5 days of request.

12.5. **Second Notice.**

12.5.1.1. There is no second notice necessary to issue a fine for breaking of the rules after one notice has been issued.

12.6. **Hearing**

12.6.1.1. If hearing is requested the Complainant or the Respondent is obliged to be in attendance at the hearing. All hearings will be held in open sessions except that, at the request of the Respondent, the hearing will be conducted in executive session. The executive session may, at the discretion of the Board, be held on the same day as the original hearing was scheduled or may be postponed to such date and time as the Board shall determine. Any request for the hearing to be held in executive session must be submitted to the Board in writing at least four (4) days in advance of the hearing to allow the executive session to be properly noticed and scheduled. If the notice required by this paragraph is not given, the hearing will be held in open session.

12.6.1.2. At the beginning of the hearing, or at any appropriate time during the hearing, the Board will explain the rules and procedures by which the hearing is to be conducted. The Board is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted. Technical and specific rules of evidence or procedure will not generally be applicable to the hearing except that the Board shall have full discretion to impose specific rules where it considers such rules

to be appropriate and to refuse to admit evidence not reasonably relevant to the issues. Formal questioning of witnesses by the Respondent will generally not be permitted.

12.6.1.3. The Board will consider any written or oral statements of the parties and witnesses together with such other information and/or evidence than before it which the Board reasonably determines to be material and relevant.

12.6.1.4. Should the Respondent and/or Owner of the separate interest fail to appear at the hearing and fail to submit a written statement in defense of the allegations, the Board may consider such failures to be an admission of the allegations.

12.7. **Decision.**

After all evidence and/or representations have been presented to the Board, the Board shall vote upon the matter. The decision may be made at the conclusion of the hearing or may be postponed to no later than five (5) days thereafter. A written decision will be mailed to the Respondent as soon as practicable thereafter, but in no event, more than five (5) days after the hearing. Disciplinary action, if any is imposed, and unless otherwise ordered by the Board, shall become effective no fewer than five (5) days after the Board's decision is mailed to the Respondent. All decisions of the Board shall be final unless the Board, in its sole discretion, agrees to rehear the matter due to the availability of new evidence or information of an overriding nature. All requests for rehearing must be made by the Respondent and received by the Board within ten (10) days of the date of the notice of the Board's decision, and must include a summary of the new evidence to be presented or the reasons why the Board's previous decision should be overturned.

12.8. **Fine Schedule.**

12.8.1. The following fine schedule shall apply where the Board finds a violation has occurred and, in its sole discretion, determines to assess a fine:

1 st	Offense	\$100.00
2 nd	Offense	\$200.00
3 rd	Offense	\$400.00
4 th	Subsequent Offenses	\$100.00 x number of previous offenses

12.8.2. Continuing Offenses \$100.00 per day maximum for each day the violation exists

12.8.3. Parking Offenses: fine schedule above, plus vehicle is subject to immediate tow.

12.8.4. The fines listed above are per violation, and are in addition to any actual costs, damages, or expenses, including attorney fees, incurred by the Association in obtaining compliance with the Governing Documents. Offenses for separate rules will each start at the first offense stage and progress to higher levels as appropriate.

12.9. **Rules Committee.**

- 12.9.1. Any of the rights, duties, and actions outlined in this policy permitted or required to be performed by the Board, may, at the discretion of the Board, be delegated to a Rules Committee, the management agent, or other authorized agent.