

WOODSIDE EAST HOMEOWNERS ASSOCIATION (WEHA)

woodsideeasthoa.com

Rules & Regulations

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WOODSIDE EAST HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

The purpose of these rules and regulations is:

- To provide an accepted and uniform framework for living in Woodside East which promotes safety, security, respect, and a sense of community among owners and residents.
- To provide uniform guidance to owners and others concerning the implementation of their obligations to the Association and their fellow owners under the Amendments and Restatement of the Declaration of Covenants, Conditions and Restrictions of Woodside East, and the Bylaws of Woodside East Homeowner's Association, Inc.
- To help maintain property values.

Reminders:

1. Alaska state law requires that unit purchasers should be provided with a copy of Woodside East Declaration of Covenants, Conditions and Restrictions (CCRs) and these rules and regulations.
2. **When buying a Unit in WEHA, the owner agrees to abide by the CC&R's and all rules adopted by the Executive Board.**
3. Owners who lease their units **must** include these rules and regulations by reference in the terms of their lease, whether the lease is written or unwritten.

RULE 1: ARCHITECTURAL CONTROL

- A. As a Planned Unit Development (PUD), the exterior appearance of Woodside East is regulated by the Executive Board ("Board"). No additions or alterations to any building, fence, wall, or other structure that alters the **exterior** appearance of any structure may be made without the written permission of the Architectural Committee and the Board.
- B. To request permission from the Architectural Committee: (1) use the "Request for Additions, Alterations and Improvements" Appendix A attached to this Rules & Regulations document, or (2) submit a letter including a complete description of the changes to be made and materials to be used, accompanied by sufficient photographs, drawings and/or architectural plans.
- C. If repairs or renovations, either interior or exterior, require the placement of a dumpster at a unit, the managing agent must be notified in advance. The homeowner should seek the advice of the contractor so that a firm date for placing and removing the dumpster can be included in the request. A fine of twenty-five dollars (\$25) may be assessed for each day the dumpster remains beyond the approved removal date.
- D. The request should be submitted to the Architectural Control Committee at least fifteen (15) days prior to Board meetings. The Board will be required to submit a written response to the request within thirty (30) days following the Board meeting.

- E. The Association is responsible for the exterior painting of each building, in accordance with the Covenants and Bylaws as amended from time to time by the Membership. The homeowner is responsible for the exterior maintenance and repairs except for scheduled painting.
- F. Rotten or deteriorating wood or other exterior building materials needing repair must be repaired by the owner at the owner's expense prior to their building's scheduled painting. Otherwise, painting of exterior repaired areas and/or surfaces following homeowner repairs are the responsibility of, and at the expense of the homeowner. (CCR's, Article VI, Section 6.2 Lots. "Each lot owner shall maintain, repair and replace, at his or her own expense, all portions of his or her lots except the portions thereof to be maintained, repaired or replaced by the Association.") **Painting of unrepaired or rotted surfaces will not be covered under the contractor's warranty.**
- G. When a unit owner plans to replace a patio fence, the owner shall consult with the other unit owners in the same structure to agree on a height to which all unit owners in the structure currently have or will have when future replacement is needed.
- H. Major landscaping in the common areas is the responsibility of the Association. To request the removal of a tree, make a written request to the Board with specific details of why you wish to have it removed. The same procedure applies for the addition of a tree.
- I. Each resident has the right to develop his/her patio area; **no temporary or permanent additions shall be visible above the rear fence.** Seasonal furnishings are permitted to be placed in the patio area.
- J. Each resident may cultivate small plants in the unpaved or sodded driveway area. A resident may plant in the space no more than two (2) feet wide along exterior walls or perimeter of the unit's fenced patio area. Should residents wish to plant these areas, it becomes the resident's responsibility to maintain or return this area to its original condition when no longer used.
- K. Upon the sale of a residence, (reference "J" above) the selling owner must: (1) obtain written agreement from the new owner that the new owner agrees to maintain these areas, or (2) return these areas to their original condition.
- L. Because the CCRs **DO NOT** permit retroactive approval of variances, all variances which have not been specifically approved by the Board in writing in advance are in violation of the Declarations and must be corrected upon the direction of the Board.

Difference between "architectural changes" and "repairs".

The following items are determined to be repair, maintenance, or replacement in-kind and **DO NOT require Board approval**.

Repairs, maintenance, and replacements must be the same dimension and appearance as the item being replaced or repaired, i.e., no change in architectural appearance:

- Rain gutters, skylights, roof, garage doors (see note #1), front doors (see note #3), screen doors, storm doors, replacing exterior wood, mailboxes (black, brass, or built-in slit), replacing existing windows (see note #2), repairing, or replacing deck, driveway resurfacing, conversion or substitution of standard size sliding glass patio door. Patio doors must conform to those that have already been approved.
- Replacement of patio/deck.
- All repaired or replaced items must be painted by the unit owner to match the exterior and/ or trim colors within thirty (30) days, weather permitting, or as soon as possible.

The following CANNOT be changed, i.e., no permission granted:

- **Exterior Color, roof (pitch/color), front garage lights or house numbers (style).**
- **PLEASE NOTE YOU ARE REQUIRED TO NOTIFY THE BOARD IN WRITING OF ALL EXTERIOR REPAIRS, MAINTENANCE, OR REPLACEMENT BEFORE WORK IS PERFORMED.**

Notes:

1. Replacement garage door and windows must be of the **approved manufacturers list available on the web site: woodsideeasthoa.com or the property manager.**
2. Windows must be replaced with wood casement windows of a similar style, with either wood or aluminum Endura Clad exterior (that can be painted), without grills. The Board may approve paintable vinyl.
3. **Any** change of style in your front door must have Board approval and conform to the present style and Paint scheme.
4. Roofs must be **Black** color only. Black torch down or shingle roof material is approved.
5. Driveways must be asphalt. Concrete will not be permitted.

Exterior/structural alteration approval

After the Board receives a request for approval of alteration, they will consider the following:

- A. Does the alteration conform to the architectural design of the existing Association structures and preserve the uniform appearance of the development?
- B. If the alteration is in the back of a unit, is it visible from outside the lot owner's property? If so, does it infringe on the privacy of other owners' property? The Board may solicit input from neighbors in other units during their deliberations.

- C. Is the proposed alteration prohibited in the Covenants, Conditions, and Restrictions of the Woodside East Homeowners Association?
- D. Will the alteration meet Municipality of Anchorage codes, and will a building permit be obtained, if necessary? The lot owner may wait for conditional approval for the alteration before going to the cost of obtaining permits that are required. Under that circumstance, **the owner will be required to submit such permits before beginning the alteration.**
- E. The alteration will be the responsibility of the lot owner performing the alteration to maintain, repair, and replace in a manner that meets quality standards set by the Board.
- F. Any denial by the Board may be resubmitted one time (1) to the Board for reconsideration in accordance with the procedures and provisions of Article 25 of Amendment and Restatement of the Declarations of Covenants, Conditions, and Restrictions of the WEHA PUD.
- G. All disputes not settled by the Board may be brought before a mediator; however, all fees associated with mediation will be the sole responsibility of the lot owner to pay.

RULE 2: ENCROACHMENTS AND VARIANCES

The authority of the Board to approve encroachments and variances is restricted by the Declaration of Covenants, Conditions and Restrictions (CCRs). **THE BOARD HAS NO AUTHORITY TO APPROVE PERMANENT ENCROACHMENTS AND LIMITED AUTHORITY TO APPROVE VARIANCES.** The failure of the Board to act or to delay acting against variances that are within the purview of the Board should not be construed as approval. In these cases, the violation must be corrected when the Board directs the homeowner to do so or when property ownership is transferred, whichever comes first. The resale certificate issued to a prospective buyer, which is required by the State of Alaska, will disclose the nature of the violation and the fact that the unit owner is responsible for taking corrective action. If a transfer of ownership should occur without a violation being corrected prior to or during the transfer, the new owner assumes the responsibility for taking any remedial corrective action that is directed by the Board.

- A. Requests for review and consideration of all variances **MUST** be submitted in satisfactory written form to the Architectural Control Committee which will forward its recommendation to the Board for last action. (See Rule 1- Architectural Control for details on procedure for submitting requests.) Requests must be submitted **BEFORE** occurrence because the CCRs prohibit approval by the Board after-the-fact.
- B. All encroachments and unapproved variances occurring after May 15, 1991 (the date homeowners were given written notice of the Board's intent to enforce restrictions on unapproved patio extensions) must be removed and the area brought into compliance unless specific approval is provided by the Board in writing. Resale certificates will detail any variances.
- C. Extensions of patios (encroachments) or removal of patio fences which occurred prior to May 15, 1991, will be permitted to remain if they are well maintained at the sole discretion of the Board. **However**, if the current ownership is transferred, the violation must be corrected prior to transfer.

- D. Unapproved variances existing prior to May 15, 1991, which consist of landscaping improvements which do not obstruct use of the common grounds, will be permitted to remain if the current homeowner maintains the area. **However**, the violations must be removed by the owner prior to the transfer of ownership.
- E. Homeowners may apply for a one (1) year license to enable an extension of a patio on common ground. The procedure for applying for a license to expand a homeowner's patio on common ground is contained in Appendix D.
- F. **Removal of snow from a Unit's roof.** Roof snow can be placed on common ground behind an owner's own unit only. **Only** end units can deposit snow on the side of their unit. Any owner placing snow on common ground agrees to hold the association harmless for any damage caused by placing the snow there and further agrees to pay any costs, including legal fees, associated with any damage. No roof snow can be placed in the street or cul-de-sac. Per the safety guidelines provided by utility companies, homeowners must ensure that utility meters are clear of snow to prevent damage and allow quick access in case of an emergency. All laws must be complied with.
- G. Items placed in the common area, including, but not limited to, playground equipment, dog runs, personal storage items, or items not owned by the Association are not permitted, unless approved by the Board prior to installation.

RULE 3: VEHICLES

- A. Each unit in Woodside East has garage space for two (2) automobiles. In addition, each unit has driveway parking for two (2) vehicles. If the driveway is long enough so that additional parked vehicles do not extend onto the sidewalk (where provided), into the municipal roadway, or onto any common area, additional vehicle(s) are permitted in the driveway. **Residents are urged to keep their vehicles in their garages. Parking on the grass, on the sidewalk or blocking a sidewalk, is not permitted.**
- B. Additional parking is available in the visitor parking areas for visitors only, and for no more than forty-eight (48) hours. As the visitor parking area is used for snow storage, parking is not permitted for any reason or length of time between October 1st and April 30th. Violators are subject to fines and / or towing without notice at the owner's expense
- C. Large trucks (over one ton) and commercial vehicles shall not be parked within Woodside East except as required to provide **immediate** services to owners and residents.
- D. Streets within Woodside East subdivision are owned and maintained by the Municipality of Anchorage and are, therefore, subject to Municipal Ordinances. Municipal ordinances prohibit any vehicle from being parked on any street, highway, or public road for a period longer than twenty-four (24) hours and prohibit a trailer from being parked on any publicly maintained street or highway for a period of more than two (2) hours at a time.
- E. The Association is responsible for snow removal on the streets inside Woodside East. Vehicles are prohibited from parking in a manner that will inhibit snow removal or create

a safety hazard for snowplows and other vehicles. No snow may be placed in the street or cul-de-sac after the street in front of the driveway has been plowed.

- F. Recreational vehicles ("RV") shall not be parked on streets for more than twenty-four (24) hours or parked in the owners' driveway for more than forty-eight (48) hours for maintenance and recreational preparation only. Residing in an RV is prohibited in Woodside East. "RV" includes, and is not limited to, the following: Trailers (flat or enclosed), motorhome, pickup camper, or any vehicle with sleeping or living accommodations.
- G. Vehicles and other items are not to be stored in driveways. Any vehicle not moved for a period of fourteen (14) days is considered a stored vehicle. Residents who will be away for limited periods exceeding fourteen (14) days, must contact the Managing Agent or the Compliance Committee to request approval of an extension. All vehicles in driveways must have a current license and be in drivable condition.
- H. All vehicles on any lot, upon any street, or located anywhere on the property, must be properly licensed and registered to the occupant. No inoperable vehicles shall be parked or stored in Woodside East including the RV lot.
- I. **No person Shall:**
 - A. **Stop, Stand, or park a Vehicle:**
 - 1. On a sidewalk
 - 2. In the middle of a cul-de-sac
 - 3. Within (15) fifteen feet of a fire hydrant

The above are the (3) most pertinent for our area. Streets within Woodside East subdivision are owned and maintained by the Municipality of Anchorage and are, therefore, subject to Municipal Ordinances.
https://library.municode.com/ak/anchorage/codes/code_of_ordinances?nodeId=TIT9VETR_CH9.30STSTPAGE_9.30.030STSTPAPRSPPL
- J. Motorcycles, trucks, and vans (one ton or under) are subject to the same rules and regulations as cars.
- K. Only minor repairs are permitted outside of a unit garage, minor is to be defined as a repair that is done within 8 hours of the initiation of the repair and is in compliance with rule 8A

RULE 4: RECREATIONAL VEHICLE STORAGE

- A. The RV lot is intended for the storage of recreational vehicles belonging to a unit owner or a resident. Property which does not belong to a resident or unit owner may not be stored in the RV lot. Each item must be in working condition. Rental space in the RV lot is for **a one (1) year period** beginning April 1 through March 31. If requests for space number more than the spaces available, a waiting list will be maintained in first come, first served order. Spaces are numbered and are assigned by number. Please contact the Managing Agent for additional details.
- B. Homeowners or residents leasing a space in the RV storage lot must register with the Managing Agent and pay an annual fee set by the Board.

- C. **All vehicles/trailers** must be currently licensed as required by the State of Alaska laws governing motor vehicles and be licensed in the resident's or homeowner's name. A **photo of the vehicle/trailer to be stored and a photocopy of the current registration** must be submitted before a key to the lot will be issued. This is a requirement upon renewal of the vehicles /Trailer registration. Any unregistered vehicles or vehicles with expired licenses will be removed at the owner's expense after a 30-day notice of violation of this rule from the Managing Agent.
1. **Before** an RV or trailer (unit) is accepted to be in the RV lot it must be approved by the RV committee to ensure that it can be accommodated.
 2. If an owner replaces an existing unit, **prior** authorization from the RV committee must be obtained to ensure the unit can be accommodated.
 3. Units over thirty-four (34) feet long and wider than nine (9) feet will not be permitted.
 4. If necessary, owners may be required to change spaces to accommodate other units.
 5. **NO** items may be stored on the ground in front, behind, under or on the side of a unit.
- D. To reserve a parking space and to ensure a continuing reservation for the following year, units to be stored must be registered and the fee paid by April 30. As of May 1st, of each year, all spaces not claimed and paid for will be available to homeowners and residents according to paragraph E below.
- E. Only homeowners and residents of Woodside East are permitted to store items in the RV lot. Homeowners are **not** permitted to store items for friends or relatives and only **one (1) space for one (1) vehicle/trailer per homeowner or resident** will be allowed unless there are remaining unused spaces. Second spaces can be reserved only for one year and are not automatically continued for the next year. Spaces will be assigned on a first come, first-served basis by the Managing Agent. The Managing Agent shall maintain a current list and waiting list which shall be available upon request. **Homeowners who reside in their unit will have priority over a non-resident owner or renters of a unit in the assignment of spaces.**
- F. Only RVs such as motor homes, campers, boats, golf carts, snow machines, ATV's, kayaks, canoes, motorcycles, may be stored in the RV lot. Campers, boats, golf carts, snow machines, ATV's, kayaks, canoes, motorcycles, and similar recreation items must be on a trailer. Pick-up trucks, automobiles, SUVs, or any vehicles used for commercial purposes are not considered recreational vehicles and do not qualify for storage in the RV lot. Private storage sheds, lockers, toolboxes, barrels, fishing gear, building materials, auto or aircraft parts, etc., will not be permitted in the RV lot. Enclosed trailers containing items other than for recreational purposes will be permitted with special approval for temporary storage from the Managing Agent if there is space available. The current fee for temporary storage of such vehicles is \$75 per month on a month-to-month basis. RVs will have priority for all spaces. Temporary space holders will be given ten (10) day notice to vacate should space be required for a recreational vehicle.
- G. Flower boxes, **and other seasonal use items**, may be stored in the RV lot storage shed from September 1 to May 1 on a first come, first-served basis as space permits. Arrangements must be made with the Managing Agent.
- H. No inoperable or unlicensed vehicles may be stored in the RV lot.
- I. Items are stored in the RV lot at the owner's risk. Prohibited items stored in the RV lot will be disposed of immediately and without notice to the owner. The Association does not assume responsibility for the damage to or loss of items stored in the lot, such as

vandalism, theft, wind, fire, or tree damage, etc. Items stored in the RV lot are expected to be adequately insured by the owners.

- J. At the time a space is paid for (including license and photo) a key to the RV storage lot will be issued to the owner/resident. If the key is lost, stolen, misplaced, etc., the owner/resident will be charged for re-keying the lock and for making and distributing new keys to all RV lot tenants. Notification of lost, stolen, misplaced key must be made immediately to ensure the safety of the RV lot.

RULE 5: PETS

- A. No livestock, poultry, or any animal, other than those listed in 5B shall be kept in any residence in Woodside East.
- B. Dogs, cats, and other household pets may be kept as household pets if they are not bred or raised for commercial purposes or in unreasonable quantities. The Board shall have the right to prohibit any animal which constitutes, in the opinion of the Board, a nuisance.
- C. **While on common grounds, dogs, cats, and other household pets, belonging to unit owners, occupants and/or their visitors must be kept on a leash being held by a person capable of controlling the animal.**
- D. All feces must be removed for sanitary disposal immediately. Because of health hazards, owners of dogs and cats running loose or owners who do not remove feces immediately are subject to a fine in **each** instance. Violations should be reported to the Managing Agent or to the chair of the Compliance Committee.
- E. If animals are kenneled within a resident's patio area, feces must be removed daily and **NOT** disposed of by shoveling or washing into the common grounds.
- F. Animals running loose may be apprehended and turned over to the MOA Animal Shelter or MOA Animal Control.
- G. All Municipal ordinances concerning pets (AMC Title 17) apply at Woodside East. (See www.muni.org) The following excerpts are reprinted for your information:

FEMALES IN SEASON MUST BE KEPT INDOORS OR KENNELED. They must not be allowed to meet others of their own species. Owners should consider spaying or neutering their pets.

OBEY ANCHORAGE'S LEASH LAW. Dogs and cats should always be walked on a leash and never allowed to roam free. Any free-roaming dog or cat is subject to impoundment and is in danger of being hurt or killed by cars, other animals, or an irate citizen.

ANIMALS CREATING A CHRONIC DISTURBANCE MAY BE IMPOUNDED even if they are on their owner's property. A dog that barks and annoys neighbors may be impounded.

ALL DOGS OVER THE AGE OF FOUR (4) MONTHS MUST DISPLAY A CURRENT MUNICIPAL DOGLICENSE ON THEIR COLLARS AT ALL TIMES. Licenses must be renewed

every two years or when a dog is sold or given to a different owner.

RABIES VACCINATIONS ARE REQUIRED BY LAW. All dogs and cats 3 months or older must be given rabies vaccinations on a regular basis. Consult your veterinarian about this and other vaccinations needed to keep your pet healthy.

RULE 6: TENNIS COURT

- A. Tennis court hours: Weekdays 7:00 A.M. -10:00 P.M.; Weekends 8:00 A.M. -10:00 P.M.
- B. Only Woodside East residents and their guests are permitted to play on the tennis court. A resident must accompany guests.
- C. When others are waiting to play, play is limited to one (1) set of singles, or two (2) sets of doubles. When practicing, the limit is thirty (30) minutes, unless no others are waiting.
- D. Inform those playing that you are waiting for the court.
- E. Do not walk behind players while play is in progress.
- F. Only rubber soled shoes are allowed on the court.
- G. Only activities related to tennis are allowed on the court. No bicycles, roller skates, etc.
- H. Animals are not allowed on the court.
- I. Climbing on the fences is prohibited.
- J. Individual homeowners causing damage to the facilities by themselves, their children, or their guests will be financially responsible for any damages. Any damage to the facilities should be reported to a Board member with the name(s) of the responsible party(s).
- K. Please do not litter, clean up after yourselves.

RULE 7: TRASH, GARBAGE AND RECYCLING

- A. Trash and garbage are collected weekly by Solid Waste Services (SWS). Each resident shall use trash and recycling containers provided by SWS. Containers are to be placed outside no earlier than **5:00 p.m. the night before** the scheduled pick-up day **and must be removed on the day of pick-up**. Please be aware that Municipal ordinance provides that trash and garbage containers be put out by 7:00 A.M. on the day of collection to prevent attracting wildlife. Residents who choose to follow the more liberal Woodside East rule do so at their own risk. **Containers are to be placed in the street so as not to block the sidewalk.** It is important to note that the containers will not be emptied unless the containers are turned in the proper direction, with **the hinge facing the house**. Trash is picked up each week; recyclables are collected every other week.
- B. All trash and garbage not removed by SWS crews shall be immediately removed by the owner or tenant from the lot and shall not be allowed to accumulate thereon.
- C. For a small fee, residents can use the landfill or call to request a special pick-up by Solid

Waste Services.

- D. Any residents who plan to be away or who are unable to put out their trash containers within the above listed schedule for any other reason, should plan with a neighbor to put out and take in containers for them or skip that pick-up.

RULE 8: NUISANCES

- A. All codes and ordinances of the Municipality of Anchorage apply to Woodside East. No activity shall be conducted which is illegal, or which may be a nuisance or cause unreasonable disturbance to other residents of Woodside East. Municipal "Quiet Hours" (10:00 p.m.-7:00 a.m.) will be observed. **Vehicles shall be maintained and driven to keep noise to a minimum. This includes, but is not limited to, mufflers, stereos, and radios.**
- B. Even though our homes are well constructed and the noise level between units is minimal, please be aware of the proximity of neighbors. The sound level of all radio, television, and stereo systems, as well as portable equipment, shall be maintained at a level which shall be inaudible in adjoining unit or outside the homeowner's unit. Speakers should not be placed against walls which adjoin other units. Particular care should be taken in the summer months when neighbors may have windows and/or doors open.

RULE 9: ENFORCEMENT POLICY

To keep an orderly process in the management of Woodside East, it is necessary to have an enforcement policy. The enforcement policy covers all items contained in the Rules, as well as any further policies enacted by the Board and published to the homeowners.

- A. Reporting Procedure: Reports of violation shall be submitted to the Managing Agent on the special form "Report of Rule Violation Form" (see Appendix B), by email or by letter as soon as possible after violation is noted. Copies of the form may be obtained from the Managing Agent or from the website. (woodsideeasthoa.com)
- B. The signed Report of Rule Violation (Appendix B) or a letter shall be filed with the Managing Agent, who will then transmit a notification of rule violation to the violating owner. The report must be signed, and the reporter's name will not be released except to the Board. If the violator is a renter, the notification will be submitted to the owner with a courtesy copy to the renter if contact information has been provided (See rule 10E).
- C. A first violation of any House Rule or Regulation may result in a letter of warning with a request that the violation be corrected within a reasonable amount of time. If the violation is not corrected within a reasonable amount of time, or if the violation is repeated or continuous, the unit owner may be assessed a minimum fine of \$50.00. The Association has an escalating fine policy for continued or repeated violations. Severe or recurring violations may, at the discretion of the Board, result in larger fines in amounts deemed "reasonable" under Alaska law. Any associated repair costs will be at the homeowner's expense.
- D. In addition to fines that may be levied, the Board may institute legal proceedings to correct violations (i.e., repairs, restoration, vehicle towing, etc.), charging all associated costs to the offending homeowner as additional fines, which may be collected as

assessments. If the association must retain legal counsel to enforce House Rules, Declarations or Bylaw provisions, legal costs may be assessed against the owner as additional fines.

- E. Notice of fines shall be delivered to the unit owner by either first class mail or electronic mail sent to the owner's email address listed in Association records, Hand delivery to the unit shall be an acceptable alternate form of notice. Fines shall be tentatively assessed as additional homeowner dues immediately following the infraction and will become final unless appealed to the Board within 30 days thereafter. Homeowners may address the Board at the next regularly scheduled meeting to appeal any fine, provided the homeowner files a written notice of appeal with the Board or the Association Manager within thirty days after the fine is levied. Fines are levied to ensure compliance with Association Rules and Regulations. Any written correspondence should be sent to Woodside East HOA, at 405 W. 27th Ave. Anchorage, AK 99503. In addition to fines which may be levied, the Board may authorize repair, restoration, vehicle towing or other necessary remedies to violation of these rules, charging all associated costs back to the offending owner as additional assessments. If the association must retain legal counsel to enforce the House Rules & Regulations, Declaration or Bylaws provisions, legal costs will be assessed against the owner as additional fines.
- F. The Association respects lease agreements between owners and renters; however, for purposes of enforcement, the rules of the Association shall apply. The Declaration of Covenants, Conditions and Restrictions, Bylaws, Rules, and Regulations, Minutes of the Regular and Annual Meetings, Special Notices are distributed to the homeowners. Therefore, the Association expects the homeowner to provide their tenants and guests with all pertinent information, and the Association holds the homeowner responsible for any violations committed by said tenants or guests.

RULE 10: MISCELLANEOUS

- A. Common areas, other than designated and maintained pathways, shall not be used by bicyclists or operators of other wheeled vehicles. Bicycles, skateboards, rollerblades, etc. are for street use or designated and maintained pathways only.
 - a. Items including and not limited to lawn furniture, playground equipment, toys, recreational equipment, basketball stands, etc. shall not be placed in the common areas except when in use. They must be removed **immediately after use** and may not be left on the outside of the units or common areas overnight.
- B. Personal items such as furniture, ladders, bicycles, etc. are not allowed to be stored in unit entryways.
- C. "No signs, posters, displays, flags, banners, blankets or advertising devices shall be permitted in common areas, on or outside of units, in unit windows, or otherwise visible from the exterior of a unit, except as follows:
 - a. Directional signs and temporary signs indicating a specific event may be placed on MOA rights-of-way, such as sidewalks and roads, if they comply with MOA codes and ordinances and are removed immediately after the event.

- b. One "For Sale" or "For Lease/Rent" sign no larger than 28" x 24" may be placed in a window or attached to the outside of the unit without prior approval.
 - c. Signs, including, but not limited to, window signs, banners, blankets, window coverings, yard signs, and flags for registered political candidates or ballot measures in a current election are permitted sixty (60) days prior to an election and must be removed within seven (7) days after election day.
 - d. The United States or Alaska State Flag, but only in an externally mounted flag holder on the front of the unit. Displays are limited to two (2) flags.
- D. Winter Decorations/Lighting:
Decorations/Lighting may be put up after October 1st and must be removed by May 1st.
Lighting may include common areas of Woodside East.
- E. Section 11.1 of the Declaration of Covenants, Conditions and Restrictions provides that "Each lot is restricted to residential use as a single-family residence." A unit may not be leased or rented for a period of less than thirty (30) days." The names of tenants must be submitted to the Managing Agent within fifteen (15) days of occupancy so the record of Woodside East occupants can be maintained for security purposes.
- F. The Board will sponsor a Woodside East-wide neighborhood garage sale each year on the first weekend in June. In addition, each resident may request one (1) additional garage sale per year. Requests should be made through the Managing Agent.
- G. Hose bibs on the end units are maintained by the association and may be used for watering the common areas. Water used in Woodside East is not metered so watering of common areas is not an additional cost to unit owners. Where end units do not have hose bibs or where buildings have more than four or five units or have larger lawn areas adjoining them, it may be necessary to use patio hose bibs for lawn watering.

Appendix A

WOODSIDE EAST HOMEOWNERS ASSOCIATION

ARCHITECTURAL CONTROL ARTICLE XII REQUEST FOR ALTERATIONS AND IMPROVEMENTS

- Please read Article XII of the Declaration of Covenants, Conditions and Restrictions, and Rule 1 (Architectural Control) and Rule 2 (Encroachments and Variances) of the Rules and Regulations before submitting a request for approval to make any additions, alterations, or improvements to your unit or to the Common Interest Community.
- Please submit this request well in advance of your intended start date.

TO: Executive Board (“Board”)
Woodside East Homeowners Assn.

FROM:(Unit owner’s Name)

Mailing Address: _____

WEHA Street Address: _____

Lot Number: _____

Telephone Number: (H) _____ (W) _____ (C) _____

This is a request for approval to make the following additions(s), alteration(s), and/or improvements to the Unit and/or Comon Interest Community located at the above Woodside East address:

Desired start date of project: _____

Anticipated finish date of project: _____

WILL A DUMPSTER BE REQUIRED? (Prior notification is required.) YES_____ NO_____
Dates authorized: Start_____ Removal_____ Extension may be granted if needed.

Please notify PacRim Properties, LLC, or the Chairperson of the Architectural Control Committee when the project is completed.

Owner's signature: _____ Date: _____

Appendix A, Page 2

WOODSIDE EAST HOMEOWNERS ASSOCIATION

RESPONSE: The Board will respond to your request within thirty (30) days. A written response will be forwarded; however, non-response from the Board does not constitute any form of approval.

NON-COMPLIANCE PENALTY: If an alteration that requires Board approval is performed without the express written consent from the Board, you will be given thirty (30) days to remove the alteration. Failure to remove the alteration within that time limit will result in the Board filing a non-compliance lien against the unit for the cost of removal and restoration, and/or a lien of up to \$25.00 per day for every day the alteration is in violation after notification.

UPON COMPLETION: A representative of the Board will inspect alteration to ensure compliance with conformity.

Please submit this completed form to: WEHA Association,

PacRim Properties LLC
405 W. 27th Ave.
Anchorage, Alaska, 99503
Fax (907) 762-5497
info@prpalaska.com

APPROVED _____ DISAPPROVED _____ DATE _____

COMMENTS: _____

Signed: _____

President, WEHA

Appendix B

Woodside East Homeowners Association
Report of Rule Violation

This form is to be used by members and designated personnel who note specific violations of the Association governing rules and regulations by homeowners.

Date of violation: _____ Time of violation: _____

WEHA rule(s) violated. If Possible, indicate category and item from WEHA Rules and Regulations. Describe the violation as accurately as possible. Photographic evidence is accepted and appreciated.

Name of individual(s) causing the violation (if known), address or location.

Any additional information (vehicle license number, description of vehicle of animal, other specifics): _____

Signature of person submitting complaint

Date

Please submit to:
WEHA
c/o PacRim Properties, LLC
405 W. 27th Ave.,
Anchorage, AK 99503

Fax 907-762-5497 or email to info@prpalaska.com.

Appendix C

Lot #: _____

WOODSIDE EAST HOMEOWNERS ASSOCIATION RV LOT REGISTRATION

Date: _____

Unit Address: _____

Unit Owner's Name: _____

Owner's Address: _____

Telephone: (Cell): _____ (Work): _____

Tenant's Name: _____ Phone: _____

Type of Recreational Vehicle: _____

Color: _____ License Plate Number: _____

Along with this form, the unit owner must also provide:

A COPY OF THE VEHICLE, RV, WATERCRAFT, ATV, SNOWMACHINE AND/OR TRAILER
REGISTRATION showing:

- A. The description of the vehicle
- B. The State of license and the tag number
- C. The owner's name, current address, cell, and work telephone numbers

Unit owners must also provide documentation showing the item is owned by an owner or
occupant of Woodside East as well as a picture of the vehicle.

**Items not properly registered with the association are subject to immediate towing and
impounding.**

**By signing this, the unit owner declares that the vehicle/trailer stored is owned by said
unit owner or the tenant thereof.**

Signature

Return your completed registration form and attachments to:

WEHA
c/o Pacific Rim Properties LLC.

405 W 27th Ave,
Anchorage, AK 99503
In person, by mail or email info@prpalaska.com.

If you have any further questions, please contact us at 907-563-3345.

Appendix D

WOODSIDE EAST HOMEOWNERS ASSOCIATION

LICENSE APPLICATION
FOR
UN-RECORDABLE, REVOCABLE GRANT OF LICENSE
FOR TEMPORARY USE OF LIMITED COMMON AREA

Unit Owner
Name: _____ Email: _____

Telephone
Home: _____ Work: _____ Cell: _____

Unit Co-Owner
Name: _____ Email: _____

Telephone
Home: _____ Work: _____ Cell: _____

Mailing Address: _____

Street Address: _____

Unit Legal Description, Lot _____ Unit Number _____

Woodside East, According to Plat No _____

Approximate dimensions of area requested: _____

Please attach a legible copy of the most recent as-built survey for the Unit.

Owner(s) herewith applies for an Un-Recordable, Revocable Grant of License for Temporary Use of Limited Common Area (License). Owner(s) has/have received, read, and understand(s) the License and License Guidelines.

Unit Owner _____ Date _____

Unit Co-Owner _____ Date _____

Return your completed registration form and attachments to:

WEHA

c/o Pacific Rim Properties LLC.

405 W 27th Ave,

Anchorage, AK 99503

In person, by mail or email info@prpalaska.com.