

BIRCH HILL CONDOMINIUM ASSOCIATION INC. HOUSE RULES

It is the responsibility of each owner and resident to be familiar with the Declarations, Bylaws and House Rules (collectively the "governing documents") of the Birch Hill Condominium Association.

The Board of Directors (Board) has the authority to adopt and enforce such additional rules as it may find necessary to amend same, and to impose reasonable fines, penalties or legal action upon owners for violations.

Owners are responsible for actions of their guests and occupants, and all leases must condition tenancy upon compliance with governing documents.

Section I- Use Restrictions

1. Units are restricted to single family residential usage. Professional and administrative occupations may be carried on within units as long as activity is not externally evident. No commercial activity is allowed in common or limited common areas.
2. The Association is not responsible for damages, under any circumstances, to personal effects located within the unit or on the property.
3. Unit owners shall be liable for any damages they or their guests cause to the common areas. Owners are responsible at all times for the actions and conduct of their guests and Occupants. Owners will be assessed fines for violations.
4. Storage of any kind in Common Areas, including crawl spaces, is prohibited.
5. Unit owners are responsible for maintenance of their exterior decks.
6. Holiday decorations are permitted on balconies or decks that do not face the center courtyard area.
7. Nothing shall be done or kept upon the premises which will threaten health and safety or interfere with the right of peaceful enjoyment of the other residents.
8. No unlawful use or use which increases the Association's rate of insurance shall be made of any part of Birch Hill Development. Firearms and fireworks may not be used on the property.
9. Propane, firewood and other combustibles cannot be stored on decks or within 10' of combustible building surfaces. Open fires are prohibited.
10. Barbecues and open flame cooking devices shall not be used on the decks or within 10' of combustible building surfaces.
11. No noxious or offensive activities (including, but not limited to, the repair of automobiles) shall be carried on within Birch Hill Development.

Section II- Maintenance

12. No additions or modifications to the common area or exterior of buildings are permitted without prior written approval of the Board.
13. Internal structural alterations are permitted only with Board approval.

14. All Homeowners are responsible for keeping their units repaired and maintained in good order and condition, including the garage, deck, parking space, unit windows, exterior doors, and overhead garage doors. The Board has authority to set standards and determine required maintenance levels for these items.

15. All common area maintenance or repair needs must be reported to the Managing Agent.

Section III- Vehicles & Parking

16. Each unit has assigned parking, which is directly in front of each garage door. Parking will be no more than one-car deep in front each garage. The following exceptions apply:

- B-9 may park adjacent to the east of Building C and will be assured access to its parking and garage by the owners of B-10.
- C-4 and C-6 have assigned parking located west of Building C.

17. Birch Hill has limited visitor parking. Visitor spaces may not be used by unit owners or occupants. Parking between the hours of 10 pm and 6 am is considered "overnight" and no car may be parked overnight in visitor parking more than three times in any thirty day period without a visitor pass obtained from the management.

18. All overnight vehicles must be parked in designated parking areas only.

19. Inoperable vehicles shall not be parked in the common area or driveways. Vehicles with expired tags, flat tires, broken glass, or missing parts are considered inoperable.

20. Parking spaces shall be used for vehicles only (no trailers of any type).

21. No parking is allowed in front of: the mailboxes, the dumpster, the fire hydrant, entrances or where otherwise posted. Driveways will not be obstructed or emergency access impeded.

22. Vehicle operators shall use extreme care to minimize noise. Radios within vehicles shall be kept at a volume where sound cannot be heard outside of the vehicle.

Section IV – Garbage Disposal

23. Common areas shall not be obstructed or littered. All residents are responsible for keeping the common areas free of debris.

24. Garbage must be disposed as follows:

- Residents shall dispose of trash in the dumpster; items too large to fit are the owner's responsibility.
- All trash must be bagged and boxes broken down before disposing.
- Residents may not block, obstruct or overfill the dumpster. Overfilling or placing trash "next to" the dumpster prevents pickup services, causing the association to incur large special handling fees which are passed through to the offending unit.

Section V – Animals

25. Municipal Animal Control Regulations are followed; however, the Board has the right to be more restrictive than Animal Control Regulations.

26. Only domestic cats, dogs, fish and birds may be kept as household pets. No animals may be kept, bred or raised therein for commercial purposes.

27. Pets may not cause a nuisance to others. Nuisances include: excessive barking, animals odors, and contaminating common areas.
28. Pets may not be allowed to relieve themselves within 25 ft of front entrances and garages. Feces shall be immediately picked up and disposed of in a sanitary fashion, to avoid creating health hazards.
29. Any pet outside the unit shall be attended and restrained (leashed) at all times. No pet(s) shall be tethered in the common areas. Pets may not be left on decks unattended.
30. Any cost resulting from damage or injury caused by a pet may be assessed against the owner's unit. Owners may be fined or be requested to remove their pets for failure to observe the animal control rules.

Section VI – Non-Owner Occupied Units

31. Owners must obtain written notice of approval from the Board for occupancy by non-owners. See Appendix A. The board enforces lender owner-occupancy limits as specified in Art. II, Section 13 of the declaration.
32. A unit owner who rents, leases or otherwise permits another party to occupy his unit shall provide the new occupant's name, mailing address, and home and work telephone number. **Copies of the House Rules must be provided to all renters/occupants--this is the responsibility of the unit owner.** Leases must require compliance with the Declaration, Bylaws and House Rules as a condition of occupancy. The **attached Tenant Registration and Lease Addendum forms must be signed and sent to the management company within ten (10) days of rental occupancy or signing of a rental agreement**, whichever is earlier.
33. Each unit owner should be aware that they are responsible for the actions of their renters/occupants. Unit owners 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.
34. Each unit owner must maintain a current confidential "means of contact" form on file with the management company. Information is held in strict confidence, but is necessary in the event of an emergency involving your unit. Information must be updated each year at the time of the Annual Meeting.

Section VII – Common Areas

35. Littering or obstructing of the common elements is strictly prohibited, including **Cigarette Butts**.
36. Each unit owner will be liable to the Association for any damages to the common area or any equipment thereon which may be sustained by reason of the negligence of said unit owner or guests, invitees or renters.
37. Alterations and additions to common areas and outside installations such as basketball hoops, air conditioners, etc. are not allowed except by prior written approval of the Board. Antennae installation requires advance notice and compliance with the attached requirements.

Section VIII – Miscellaneous

38. In a bona fide emergency, the Board or Association Manager can authorize entry to a unit, regardless of whether the unit owner or occupant is present. Emergencies include but are not limited to broken pipes, fire, roof leaks, etc.

39. All residents are entitled to peace and quiet within their homes at all times. Radios, musical instruments, stereos, televisions, and similar entertainment devices shall be used in a reasonable manner with volume such that the noise may not be heard in adjoining units.
40. Residents and visitors may not cause a nuisance to others. This includes but is not limited to noise, and noise-producing activities.
41. Windows shall be kept tidy to ensure a uniform exterior appearance of the building. Aluminum foil or other unsightly window coverings visible from the exterior are prohibited.
42. Smoking is only permitted within unit interiors, provided smoke odor cannot be detected in adjacent units and common areas.
43. Vehicles may not be backed up to garage or left idling more than 10 minutes.
44. No meat or fish processing in courtyard and parking areas.
45. Advertisements, posters or signs may not be displayed except with written approval of the Board provided, however that the restriction shall not apply to any single sign of a reasonable size which states the unit is for sale or rent, placed in the unit window.
46. Individual garage sales are prohibited.
47. Reasonable accommodations to these House Rules can be made with approval from the Board.

Section IX – Fine Policy for Violations of Declarations, By-Laws and House Rules

The above rules, in addition to provisions of the declaration and bylaws, will be enforced with minimum fines of \$100.00 per violation, plus an additional \$25.00 administrative charge. At the discretion of the association manager or board of directors, minor “first offenses” will typically result in a warning before imposition of fines. Violations which are deemed to be “serious” may warrant larger fines (even for the first offense), up to any amount deemed “reasonable” for purposes of Alaska Statute 34.08.320(a)(11). Ongoing, recurring or intentional violations will result in progressively severe fines which will be levied at the discretion of the board.

Violations that are considered serious, based on historical documentation of a violation that is uncorrected even with numerous fine assessments, will be fined a daily fine. Daily fines will begin at \$25.00 per day, per violation. If after 30 days the violation is still uncorrected, the Board may elect to increase the daily fine to \$75.00 per day, per violation.

In addition to fines which may be levied, the board may institute legal proceedings or correct violations (i.e. repairs, restoration, vehicle towing, etc.), charging all associated costs back to the offending owner as additional assessments. If the association retains legal counsel to enforce House Rules, Declaration or Bylaw provisions, legal costs may be assessed against the owner as additional fines.

Notice shall be provided in accordance with the declaration prior to fines being levied, and no fine shall become final until the hearing occurs (or the deadline to request a hearing passes). Fines will be levied to ensure compliance with association rules and regulations, rather than to raise revenue.

Appendix A

Formal request to Birch Hill Board for Non-Owner Occupancy

Date:

Unit Owner's Name:

Unit Owner's Phone:

Unit Address:

Signed by:

Date brought before Board and voted on:

Approved/Not Approved & reasons why/why not:

Tenant Registration

Unit No. _____ Address: _____

Tenant's Name _____

Home Phone _____ Work Phone _____ Cell Phone _____

Name(s) of every other person residing in Unit (include ages of minors):

List and describe any pets, including type, breed, name, and description:

Tenant Vehicles:

Make _____ Model _____ Year _____ License _____

Make _____ Model _____ Year _____ License _____

Owner/Manager's Name _____ Address: _____

Home Phone _____ Work Phone _____ Cell Phone _____

Landlord hereby certifies that the Tenant has been provided a copy of the House Rules and that the rental agreement requires compliance with the rules.

(Signature of Landlord)

Lease Addendum-Receipt of House Rules

Unit No. _____ Address: _____

Landlord's Name _____

Tenant's Name _____

NOTICE: ALL occupants at Birch Hill Condominium Association must comply with the governing documents, included the House Rules as they are amended from time to time. TENANT hereby acknowledges receiving a copy of the House Rules and agrees that compliance with same (including any amendments uniformly passed for the entire complex) is a condition of occupancy. This commitment shall supersede any conflicting language in the rental agreement. Tenant has assisted Landlord in completing the Tenant Registration form, which is also a requirement according to the House Rules.

(Signature of Tenant)

(Signature of Co-Tenant)

Please Return to:

Jennifer Lewis
Property Managements Services, Inc
601 W 41st Avenue, Suite 201
Anchorage, AK 99503

Or fax to:
(907) 562-3550

Or email to:
Jjl.pmsi@gci.net