

I. RESIDENCE USE RESTRICTIONS

- a. Residences shall be used for single-family residential purposes.
- b. No business or commercial activity shall be maintained or conducted in any residence. Provided, however, that professional and administrative occupations may be carried on within the residence as long as there exists no external evidence thereof.
- c. Each garage area is a Limited Common Area reserved for the Unit owner's exclusive use. When the Unit owner parks more than one vehicle on the property, a portion of this garage area shall be made available and used for parking one of these vehicles.
- d. Each deck area is a Limited Common Area reserved for the Unit owner's exclusive use. No vegetation or other obstruction shall be planted or maintained upon any deck in such a location or of such a height as to unreasonably obstruct the view from any other residence in the vicinity thereof. Other materials shall not be stored on the deck area.
- e. Building Entry and Garage Doors are to remain closed and locked to maintain security and conserve heat except when in use and attended.
- f. Operation and/or storage of charcoal burners or other open flame cooking devices on decks, balconies or within ten (10) feet of other combustible construction is prohibited.
- g. No additions or modifications to the interior of any Unit, which necessitate penetrating and/or removing walls, or modifying any electrical and/or plumbing and bath fixtures located within the walls of the unit are permitted without written approval from the Board of Directors or the Association Manager.
- h. No additions or modifications to the Common Areas or the exterior of the buildings are permitted.

II. PARKING AND VEHICULAR RESTRICTIONS

- a. Each Unit has one reserved parking space, which is the garage. Please use the garage for parking whenever possible.
- b. There are 102 Units and only 76 outside parking spaces, 10 of which are used for snow removal and storage in the winter months. These outside spaces are available on a first-come first serve basis. Common courtesy and consideration of your neighbor's rights to equal access to one of these outside parking spaces, shall limit each Unit to 2 vehicles on the property, one of which shall be parked in the garage.
- c. Any vehicle parked outside shall be parked entirely within a designated parking space. Spaces posted, "restricted to compact cars only" are reserved for vehicles 6 and 1/2 feet or less overall width and 14 feet or less overall length.
- d. No vehicle shall occupy the same space for more than seven continuous days. With notification to, and written permission from the Board of Directors, vehicles may be parked for a longer term. In so doing, they shall use the "Long Term" parking area at the West end of the C building, facing the building. This area is not exclusive long-term parking, but is space available, first-come first serve.
- e. Vehicles shall not be stored anywhere outside on the property.
- f. No parked vehicle shall be allowed to over-hang the sidewalk nor shall back-up parking be allowed in front of the B C or D buildings.
- g. No un-occupied vehicle shall be parked, for any time period, in a designated or posted NO PARKING area, including but not limited to, FIRE ZONES, in front of DUMPSTERS or

blocking access to DUMPSTERS, DRIVEWAYS, and WALKWAYS or otherwise restricting GARAGE or BUILDING ENTRANCES.

- h. No recreational vehicles, including, but not limited to boats, trailers, snow-machines, motorhomes or commercial vehicles shall be parked or stored anywhere on the property.
- i. With notification to and written permission from the Board of Directors, a temporary exemption to paragraph (h) may be allowed for commercial vehicles required for moving, maintenance and/or repair.
- j. Vehicle maximum speed limit is 10 mph anywhere on the property.
- k. Vehicles leaking anti-freeze, oil or other petroleum based products, are prohibited anywhere on the property.

III. NUISANCES

- a. No loud noises shall be permitted on the property, except those associated with required maintenance and repair, and then only from 9:00 AM thru 6:00 PM. The Anchorage Noise Ordinance, AMC 15.70, and the Association, further restrict noise levels from 10:00 PM thru 7:00 AM, prohibiting loud music, radio, TV or other noise including that caused by operation of vacuum cleaners, washing machines, clothes dryers, dishwashers or other appliances. The Board of Directors shall have the right to determine if any noise or activity producing noise constitutes a nuisance.
- b. No Unit owner shall permit or cause anything to be done or kept upon the property which will increase the rate of insurance thereon or which will obstruct, or interfere with the rights, peace, health, comfort, safety or welfare of other Unit owners, nor will he/she commit or permit any nuisance on the property, or commit or cause any illegal act to be committed thereon.
- c. No noxious or offensive activities (including but not limited to, the repair of automobiles) shall be carried on upon the property.
- d. Each Unit owner shall comply with all the requirements of the municipal and state health authorities and with all other government authorities with respect to the occupancy and use of a residence.
- e. No bird feed or other sorts of outdoor pet food or treats shall be allowed. These have been found to encourage rodent and scavenger bird populations and even bears.

IV. SIGNS

- a. No signs, posters, displays or other advertising devices of any character shall be erected or maintained on or shown or displayed from the residence, except that a sign of customary and reasonable dimension which states that the premises are for sale or lease may be displayed in a window of the residence and/or above the garage door. The Board of Directors may summarily cause all unauthorized signs to be removed and destroyed.
- b. The Association may place and maintain signs and markers, including traffic cones and safety ribbon, throughout the property as deemed necessary for regulation of traffic, including parking, and the regulation and use of the common areas for the health, welfare and safety of the Unit owners and their guests.

V. **PETS**

- a. No animals, livestock or poultry shall be kept in any residence, except that one domestic dog or cat, not to exceed twenty-five (25) pounds in weight and fish or birds in inside bird cages may be kept as household pets within the complex, provided that they are not kept, bred or raised therein for commercial purposes. The Association shall have the right to prohibit the maintenance of any animal which constitutes, in the opinion of the Directors of the Association, a nuisance to any other unit owner. Dogs and cats belonging to Unit owners, occupants or their licensees, while on the common areas of the Association property, must be kept on a leash being held by a person capable of controlling the animal. Pets may not be kept tethered anywhere on the property, including any limited common deck area. Should any dog or cat, as described above, be found unattended or not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Board of Directors, or a person designated by them, to a pound under the jurisdiction of the Anchorage municipality. Aggressive behavior of any animal on any of the common areas, threatening, or causing, fear or injury, in the opinion of the Board of Directors, shall be grounds for permanent removal of the animal from the property. Furthermore, any Unit owners shall be absolutely liable to each and all remaining owners, their families, guests and invitees, for any damage to person or property caused by pets brought or kept upon the property by an owner or by members of his family, tenants, guests, licensees or invitees.
- b. Pets shall be Registered and licensed as required by the Municipality and also registered with the Association.
- c. Owners shall not allow pets to relieve themselves except in designated areas, and shall immediately "pick up" and properly dispose of the waste. "Yellow snow" is unsightly and pet urine causes acid burns in the lawns.
- d. "Visiting Pets" are not an exception to these rules.

VI. **TRASH & RUBBISH REMOVAL**

- a. Trash, rubbish, garbage and/or other waste shall be disposed of only by depositing the same, wrapped or bagged in a secure package and deposited in a designated trash container (dumpster). No material of any sort shall be left next to, alongside of or leaning against the dumpster. Proper disposal of oversize items, those beyond reasonable size to fit in the dumpster, i.e. carpet and carpet padding, mattresses, appliances, furniture and any building materials or scrap, including, but not limited to, sheet rock and paint and associated products, is the responsibility of the owner of Unit from which those items were removed.
- b. No trash, rubbish, garbage or other waste shall be deposited or stored on the balconies, decks, in the garages or anyplace else on the property.
- c. Any trash, rubbish, garbage or other waste, not properly disposed of, as determined by the Association, shall be removed immediately and properly disposed of by the Unit owner or by the Association at the expense of the Unit owner in order to avoid comfort, health and/or pest issues.
- d. Littering, including discarding cigarette butts anywhere on the property is prohibited.

VII. LEASE OF UNITS

NOTE: A Unit owner who, leases or otherwise allows another party to occupy their Unit is bound by the terms of this section. Parents or adult children of the owner(s) may occupy the Unit gratis as third parties, but this type of occupancy shall be considered non-owner occupancy and shall be regulated, within this section, as if it were a lease. No Unit owner may lease his Unit for transient or hotel purposes; nor may lease less than the entire Unit. The lease arrangement must be in writing and shall provide that failure to comply in all respects with the provisions of the Declaration, Bylaws, and duly adopted rules of the Association shall be a default under the terms of this lease.

- a. No Unit owner or owners may enter into an agreement to lease such Unit to a third party or otherwise allow a third party to occupy said Unit without having obtained the written consent of the Board of Directors, which shall be granted on a first-come first serve basis, nor may less than the entire unit be leased. The request for consent to lease shall be made in writing, directed to the President of the Board of Directors of the Association and mailed by first class mail, postage prepaid, registered/certified, return receipt requested, or by e-mail, return receipt requested and in either case will not be considered received until the Unit owner has a copy of the returned receipt. The Board of Directors shall grant or refuse consent to lease, in the same manner in which the request was received, based on the criteria that no more than 30% of the Units are non-owner occupied, provided that this percentage also remains within the guidelines set forth by major federal and state lending institutions. The criteria shall hereinafter be referred to as the "Lease Ceiling".
- b. When a request for consent to lease is received, in writing, after the "Lease Ceiling" has been attained, the request will be added to the bottom of a waiting list, maintained by the Board of Directors and the Association Manager according to the date the request was received. This waiting list may also be referred to as the "wait list".
- c. Should the number of non-owner occupied Units fall below the "Lease Ceiling", the Unit owner at the top of the waiting list will be given the opportunity to apply for a Consent to Lease. Should they decline this opportunity, in writing within ten (10) days, they will maintain their position on the wait list and the next person on the list will be given the same opportunity, and so on down the waiting list until the opportunity is accepted. If the offer is ignored, neither accepted nor declined within 10 days, the offer shall be considered declined and recorded as such.
- d. Each homeowner on the waiting list will be allowed to decline an opportunity to lease three (3) times within three (3) years. After four (4) offered opportunities to lease have been declined, the homeowners name will be removed from the wait list. They will be notified in writing, at which time they may reapply for a position on the wait list. Any number of opportunities to lease offered within a continuous six (6) month period will be considered a single offer of opportunity to lease.
- e. If, after accepting this opportunity, they fail to sign a consent to lease application with the Board within 30 days, or fail to vacate and make the unit available for lease within 90 days, the consent to lease shall be withdrawn and their name shall be removed from the waiting list.

- f. Lease or other occupancy consent is owner specific and if the Unit is sold the consent shall be withdrawn. The consent does not transfer to the new owner. It is, therefore, the selling owner's responsibility to assure that the Unit is vacated prior to sale. The new owner may add their name and request for consent to lease to the waiting list.
- g. Once written consent has been granted by the Board, the Unit owner has 90 days to vacate the Unit and offer it for lease. If at any time after the Unit has been leased or offered for lease, the owner re-occupies the Unit for 30 days or more, the Board of Directors shall withdraw the consent to lease and a notice will be given to the Unit owner. The Unit owner may, at any time, re-apply for consent to lease according to the guidelines in this section. This new request for consent shall be added to the bottom of a waiting list to be maintained by the Board of Directors.
- h. It shall be the Unit owner's responsibility to assure that the tenant(s) is/are made aware that they will be living in a condominium environment and are required to comply, in all respects, with the provisions of the Declaration, Bylaws, and duly adopted rules of the Association and other restrictions that may have been set forth in the Association newsletter or displayed on signs or markers on the property, and that outside parking is severely limited and they will be required to use the garage for vehicle parking only. A maximum of 2 vehicles will be allowed for each non-owner occupied Unit and one of these vehicles shall be parked within the garage.
- i. It shall be the Unit owner's responsibility to supply, to the Association, the name of each occupant of the residence (the tenants) and whether they are children or adults; contact phone numbers for each, if applicable; the name and contact information for any person who has a key and permission to allow entry to the residence and/or garage area; an emergency contact phone number; description and license plate number for all motor vehicles at the residence; and description of any pet at the residence. Subsequent change(s) to this information must be provided in writing within 10 days after the change(s) has/have occurred. Failure to do so may result in disciplinary action including progressive fines and/or termination of the consent to lease. This tenant information supplied by the Unit owner shall remain confidential.
- j. The Association may take any action authorized by the Declaration, Bylaws, and duly adopted rules of the Association or applicable law for failure to comply in all respects with the provisions of the Declaration, Bylaws, and duly adopted rules of the Association. The Association may assess fines pursuant to the Declaration, Bylaws or duly adopted rules and may seek damages, injunctive or other relief against the Unit Owner, including all costs and reasonable attorney fees.

VIII. MISCELLANEOUS

- a. The Association shall have a limited right of entry in and upon all limited common areas and the exterior of all Units for the purpose of taking whatever corrective action may be deemed necessary or proper by the Association. Nothing in this section shall in any manner limit the right of the Unit owner to exclusive control over the interior of their Unit. Provided, however, that an owner shall grant a right of entry to the Association, or any other person authorized by the Association, in case of any emergency originating in or threatening his Unit, whether the owner is present or not. Provided further, that an owner shall permit other owners, or their representatives, to enter his Unit for the purpose of performing required installation, alterations or repair of the mechanical or electrical services to a residence, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner whose Unit is to be entered. In case of an emergency, such right of entry shall be immediate.
- b. The Association shall have the right to collect and maintain confidential information from each Unit owner including, but not limited to: the name of each occupant of the residence and whether they are children or adults and contact phone numbers for each, if applicable; the name and contact information for any person who has a key and permission to allow entry to the residence and/or garage area; an emergency contact phone number; description and license plate number for all motor vehicles at the residence; and description of all pets at the residence. It shall be the Unit owner's responsibility to notify the Association of change(s) to this information, within ten (10) days after said change(s) has/have occurred.

IX. ENFORCEMENT POLICY

- a. When a Unit owner has been charged with a violation of any of the terms of the Declaration, Bylaws, or duly adopted rules of the Association, or restrictions posted/displayed on the property, the Unit owner shall be notified and a letter of intent to enforce will be sent to them. This letter will cite the violation and applicable provision; offer a reasonable time, as determined by the Board of Directors, for the offense to be remedied; offer an opportunity for the Unit owner to be heard in person or in writing; and list the fine proposed. No fine shall be levied until the Unit owner has been heard or the deadline for the hearing has passed. At the discretion of the Board of Directors, minor first offenses may result in a "warning" only. Repeat violations and those of a serious nature, including but not limited to, threats to the peace, health, comfort, safety and general welfare of the Unit owners and their guests will result in fines commensurate with severity of the violation(s), based on the judgment of the Board of Directors.
- b. Vehicles parked or operated contrary to the guidelines listed in the Declaration or Section II, PARKING AND VEHICLE RESTRICTIONS of these House Rules, may be towed at the discretion of the Board of Directors and at the risk and expense of the vehicle owner.

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