

ADDITIONAL RULES FOR THE DELANEY SQUARE HOMEOWNER ASSOCIATION

The purpose of this document is to outline additional rules approved by the Delaney Square Board of Directors that have been implemented and may not be in the DS Declaration provided to each homeowner at the time of occupancy.

- Vehicles must be moved to the STREET whenever we have more than 2" of snowfall.
- July 2010 – standard storm door (full view storm door with white trim over front door with silver handle) – see unit 7.
- Homeowners may plant their own landscaping in the area between their concrete landing into the front door and between the bay window. Nothing shall be placed on the grass area.
- Two hanging flower baskets maybe placed on either side of the bay window, they are to be removed by September 30th.
- Flower baskets/containers maybe placed behind the garage doors within the homeowner's driveway space.
- Homeowners may install their own motion lights in their courtyard.
- Fence maintenance is the responsibility of the homeowner.
- No fire pits allowed.
- Guidelines for Security Camera Systems was approved on 8/22/15 per the DS BOD, copy attached.
- Homeowner's are responsible for maintenance of their Baxi unit, Central Plumbing & Heating does maintain these units.
- Recommend homeowners clean their dryer vents every 2 – 3 years.
- The homeowner is responsible for the following maintenance/repairs associated with the detached garage:
 - Exterior light above the garage door.
 - Hot water heater and sink in the garage.
 - The heater in the garage.
 - The garage door i.e. broken springs, opener, & maintenance

RULES OF
DELANEY SQUARE

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RULES OF
DELANEY SQUARE
OWNERS ASSOCIATION, INC.

(Note: Initialed and capitalized terms are defined in Article I of the Declaration.)

The following Rules apply to all owners and occupants of Units.

ARTICLE I

Use of Units Affecting the Common Elements

Section 1.1 - Occupancy Restrictions. Each Unit is restricted to residential use as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more permanent occupants than two per bedroom (pursuant to Anchorage Code of Ordinances, Chapter 15.10.020 Housing Maintenance and Occupancy code), as designated on the plans on file with the building official of the Municipality of Anchorage.

Section 1.2 - No Commercial Use. Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes.

Section 1.3 – Window Coverings and Displays Outside of Units. No clothes, sheets, blankets, laundry or any other kind of article, shall be hung out of a dwelling or exposed or placed on the outside walls, doors of a dwelling or on trees. No sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window. Temporary holiday lights commencing the day after Thanksgiving and shall be removed no later than February 1st.

Section 1.4 – Fences and Landscaping. Except for Declarant constructed fencing and landscaping, no other fencing or landscaping is permitted in the Community.

Section 1.5 - Painting Exteriors. Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any.

Section 1.6 - Cleanliness. Each Unit Owner shall keep his or her Unit and Limited Common Elements in a good state of preservation and cleanliness.

Section 1.7 – Limited Common Element Decks

- (a) Satellite dishes or satellite antennae shall not protrude beyond the deck boundary nor be placed on or hung from a deck railing.
- (b) No deck storage is permitted, including but not limited to, bicycles, gym or sports equipment, boxes, tires, ladders, cleaning supplies (such as mops), garbage, trash containers, appliances (such as refrigerators) and storage cabinets. Barbecue units are expressly prohibited on decks.
- (d) No article, such as towels, rugs, or clothing may be hung or shaken from a deck.
- (e) No shades or blinds may be hung from a deck or within the deck area.
- (f) No light fixtures may be installed on a deck except Association approved light fixtures and temporary holiday lights commencing the day after Thanksgiving and shall be removed no later than February 1st.

Section 1.8 – Antennas and Satellite Dishes.

(i) In accordance with Federal Communications Commission (“FCC”) Regulations, under the Telecommunications Act of 1996, Unit Owners are permitted to install a satellite dish or receiving antenna within their Units. FCC Regulations permit the Declarant to impose reasonable restrictions relating to satellite dish and antenna installation on the Common Element roof or within the boundary of a Limited Common Element deck area. Unit Owners who choose to place a single satellite dish on the Common Element roof directly over their Unit or within their deck area shall comply with the following restrictions as a condition of installing such equipment. The intent is to permit satellite dish or antenna installation and concurrently maintain the existing architectural integrity, harmony of general design and character of Delaney Square.

(ii) Color Options. Satellite dish color shall be neutral tones of gray only. No commercial advertising on the Satellite Dish itself is permitted other than the brand name.

(iii) Satellite Placement and Wiring. Roof or deck penetration providing satellite wiring connectivity to the satellite dish shall be completed in a professional workmanlike manner by a licensed bonded and insured installer, approved by the Association and such approval shall not be unreasonably withheld. Installation shall not interfere with cable, telephone or electrical systems of neighboring Units.

(iv) Location. A satellite dish installed on the roof shall be installed so as not to protrude beyond four feet (4’) above the roof line of the Unit. A satellite dish or antenna installed within a Unit deck area shall not be placed on or hung from a deck railing or protrude beyond the Limited Common Element deck or patio boundary. Installation in or on the Common Elements, except upon the roof is strictly prohibited.

(v) Safety and Non-interference. Installation must comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of neighboring Units. A satellite dish or antenna must be safely secured and attached the roof or deck by a qualified installer approved by the Association. Installation shall be in a professional workmanlike manner and materials used must be approved by the Association. Such approval shall not be unreasonably withheld.

(vi) Maintenance. No satellite or antenna installation on the roof or deck areas shall be permitted to fall into disrepair or to become unsightly. Unit Owners have the sole responsibility of maintaining the installation and repair of their satellite dish, antenna and related equipment. In the event that a satellite dish or antenna installed on the roof or deck areas by the Unit Owner becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired at the Unit Owner's expense.

(vii) Removal and Damages. If a satellite dish, antenna and other related equipment is removed, any damage to the Common Elements or Limited Common Elements of the Unit must be repaired. The Owners Association may repair damages not repaired by the Unit Owner and assess reasonable costs against the Unit Owner.

ARTICLE II

Use of Common Elements

Section 2.1 - Obstructions. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

Section 2.2 - Trash. No garbage cans or trash barrels shall be placed outside the Units, except in areas designated for trash pick up. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in trash storage containers approved by the Executive Board, until the next trash pick-up date.

Section 2.3 - Storage. Storage of materials in Common Elements is not permitted, except with written permission of the Executive Board.

Section 2.4 - Proper Use. Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

Section 2.5 - Alterations, Additions or Improvements to Common Elements. No alterations, additions or improvements may be made to the Common Elements without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind or articles other than holiday decorations on doors only, shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees, and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window.

ARTICLE III

Actions of Owners and Occupants

Section 3.1 - Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

(a) No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated any music system or television set at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

(b) Unit Owners shall supervise their guests and children on the Property.

Section 3.2 - Compliance With Law. No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Alaska, and all ordinances, rules and regulations of the Municipality of Anchorage. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 - Pets. No animals, livestock, or poultry shall be kept on a Unit except that domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets, provided they are not kept, bred, or raised for commercial purposes or in unreasonable quantities.

(i) Two (2) domestic pets, being either two (2) dogs or two (2) cats or one (1) dog and one (1) cat, of gentle disposition may be kept in a Unit.

(ii) Unit Owner's shall hold the Association harmless from all claims resulting from the actions of his or her pet. No vicious dog (as defined by the Anchorage Municipal Code) shall be kept in a Unit.

(iii) Due to health, safety and infestation concerns, the following animals are prohibited as pets; reptiles, rodents, insects, rabbits, ferrets and pigs.

(iv) Unit Owners shall be responsible for keep their Units and Limited Common Element areas free and clear of pet feces and for removing their pet's animal feces from all areas of the Common Interest Community.

(v) The provisions of the Municipal leash law (AMC 17.10.010) shall be observed and

pets shall be leashed and kept under control at all times, when outside a Unit. Pets shall be licensed, vaccinated and maintained in accordance with Municipal law.

(vi) Pets causing or creating a nuisance or unreasonable disturbance or noise so as to interfere with the rights, comfort or convenience of other Unit Owners shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. Pets in the control of Unit Owners that are repeat offenders of the pet rules may be deemed a nuisance, and upon demand of the Board of Directors shall be permanently removed from the Community.

Section 3.4 - Indemnification for Actions of Others. Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Section 3.5 - Employees of Management. No Unit Owner shall send any employee of the manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

Section 3.6 - Lint Filters on Dryers; Grease Screens on Stove Hoods. All dryers will have lint filters which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order and repair by the Unit Owner.

ARTICLE IV

Insurance

Section 4.1 - Increase in Rating. Nothing shall be done or kept which will increase the rate of insurance on any of the buildings or contents thereof without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2 - Rules of Insurance. Unit Owners and occupants shall comply with the Rules and Regulations contained in any fire and liability insurance policy on the Property.

Section 4.3 - Reports of Damage. Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a Director by any person having knowledge thereof.

ARTICLE V

Rubbish Removal

Section 5.1 - Deposit of Rubbish. All Unit Owners shall utilize the dumpsters at the dumpster locations shown on the Plat. Unit Owners shall transport their trash and garbage to the dumpster locations in such manner as to ensure the Common Elements are clean and free of trash and litter. No portion of the Property shall be used for the storage of building materials, refuse, or any other materials. No outside burning of trash or garbage is permitted.

ARTICLE VI

Motor Vehicles

Section 6.1 – Parking, Vehicles and Storage.

- (i) Limited common element parking spaces designated for each Unit may be used as a parking space for vehicles only. Any vehicle parked in a parking space must be properly licensed and in operating condition.

- (ii) No street parking is permitted. Vehicles parked illegally will be towed by the Association and/or Property Management Company.

- (iii) No commercial trucks, trailers, campers, boats, aircraft, recreational vehicles, snow machines or other such vehicles may be stored on the Common Elements or Limited Common Elements.

- (iv) No repair, restoration or disassembly of vehicles shall be permitted within a Limited Common Element or Common Element except for emergency repairs thereto and only to the extent necessary to enable movement thereof to a proper repair facility.

- (v) No junk vehicle shall be parked within Limited Common Elements or Common Elements. A junk vehicle is a vehicle which is missing essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts that are necessary for the legal operation of a vehicle.

- (vi) Except during the period of Declarant construction, no commercial vans or business related vehicles (e.g., dump trucks), or heavy equipment such as bulldozers and graders may be kept on the Limited Common Elements or Common Elements. Storage of equipment, materials or merchandise used or to be sold in a business or trade shall be contained within a Unit.

(vii) No vehicle other than a vehicle operated by or for a disabled person may be parked in any space reserved for disabled persons.

Section 6.2 – Parking Violations. No vehicle shall park in such a manner as to block access to fire hydrants, sidewalks, pedestrian crossing areas, or designated fire lanes. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered. In addition a Twenty Five Dollars and Zero Cents (\$25.00) per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.

ARTICLE VII

Rights of Declarant

The Declarant may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workmen or with buildings under construction is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

ARTICLE VIII

General Administrative Rules

Section 8.1 - Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 8.2 - Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

Section 8.3 – Violations and Fines.

(a) A violation shall be failure by a Unit Owner to comply with a restriction, or cure a prohibited activity within five (5) days after notification of non-compliance. Violations of the use restrictions are disruptive to the Community and create additional administrative expense to the Association and accordingly, shall result in the following liquidated damages.

(b) Violations of use restrictions shall incur a fifty dollar (\$50) one time charge upon issuance of written notice of violation, and for each subsequent notice. In addition, a ten dollar (\$10) per diem fee will be incurred for each day the violation continues from date of the notice until cured.

(c) 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 back to the offending Unit Owner as an additional assessment. If the Association must retain legal counsel to enforce Rules, Declaration or Bylaw provisions, legal costs may be assessed against the Unit Owner as additional fines.

ARTICLE IX

General Recreation Rules

Section 9.1 – Recreation Equipment. Basketball hoops, backboards, baseball, soccer, hockey cages or other recreation apparatus shall be portable and stored out of sight from the street and other adjoining Unit Owners when not in use. No permanent basketball hoops, backboards, baseball cages or recreation apparatus may be attached to the Common Elements, Limited Common Elements or Units. No such temporary equipment shall be placed on the Common Elements including but not limited to the roadways within Delaney Square.

Section 9.2 - Limited to Occupants and Guests. The Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All Common Elements are used at the risk and responsibility of the user and the user shall hold the Association harmless from damage or claims by virtue of such use.

Section 9.3 - Boisterous Behavior Prohibited. Boisterous, rough or dangerous activities or behavior, which unreasonably interferes with the permitted use of facilities by others, is prohibited.

Section 9.4 - Children. Parents will direct and control the activities of their children in order to require them to conform to these rules. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.

Certified to be the initial rules adopted by the Executive
Board on its date of organization

Secretary