

**RULES OF  
GLENN ABBEY SQUARE**

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**RULES OF  
GLENN ABBEY 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  
General Use and Restrictions**

**Section 1.1 - Occupancy Restrictions.** Each Unit is restricted to construction of one (1) single-family residence for residential use 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, and non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area. The number of permitted occupants in a single family residence shall not exceed the requirements contained in the Anchorage Code of Ordinances, Chapter 15.10.020, Section 8.01, Housing Maintenance and Occupancy code. **Please refer to Article IX of the Declaration for a complete list of all restrictions on use, alienation, and occupancy.**

**Section 1.2 – Window Coverings and Displays Outside of Units.** Unit Owners shall install only the following types of window coverings: (1) mini blinds, (2) shades (3) duettes and (4) sheers. Window coverings shall be white, neutral or light in color when viewed from the street and must be installed on all windows and glass doors within three (3) months of closing or occupancy, whichever is sooner. No window shall be covered with garments, sheets, blankets, aluminum foil or similar materials.

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 are permitted, commencing the day after Thanksgiving and removed no later than February 1st.

**Section 1.3 –Landscaping.** Unit Owners shall not alter or disturb Common Element landscaping without approval of the Board.



Section 1.4 – Limited Common Element Yards.

(A) Fenced Yards. Unit Owners are responsible for the maintenance, repair, and replacement of any grass, shrubs, and trees located within the fenced Limited Common Element yard area appurtenant to their Unit, including the removal of all cut grass, leaves, dirt, and debris.

(B) Unfenced Yards. Unit Owners may make exterior Improvements within or as a part of their unfenced Limited Common Element yard areas, including planting of gardens, hedges, shrubs, walks, benches, and architectural conceits, provided such improvements do not obstruct the Association's ability to mow the yard grass areas. Such improvements must be permitted by the Executive Board following submission of plans and review by the Board. The intent is to provide for limited individualization of the appearance of yard areas while complying with the approved MOA Landscape Plan and retaining a style and character consistent with the Common Interest Community.

Section 1.5 – Fences.

(A) Common Element Fences: Unit Owners shall not alter or disturb the Common Element fencing or the Declarant constructed perimeter fencing without approval of the Board.

(B) Limited Common Element Fences. Unit Owners may construct a fence enclosing the rear yard area assigned to their Unit. Fence material, design and location shall be determined by the Executive Board. The Executive Board may change the designated materials and design from time to time. **Please refer to Article VI of the Declaration for important information regarding maintenance responsibilities of the Limited Common Element Fences.**

Section 1.6 – No Painting of Building 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 1.7 - Cleanliness. Each Unit Owner shall keep his or her Unit and Limited Common Elements in a good state of preservation and cleanliness.

Section 1.8 – Limited Common Element Decks.

(i) Equipment including satellite dishes or satellite antennae, personal property (such as tables and chairs) and plants, shall not protrude beyond the deck boundary. Barbecue units are expressly prohibited on decks. Plants on plant shelves are permitted within deck areas provided they do not exceed the height of the deck rail.

(ii) No storage is permitted within deck areas, including, but not limited to, bicycles, gym equipment, boxes, tires, ladders, cleaning supplies (such as mops), garbage, trash containers, appliances (such as refrigerators), storage cabinets and wood piles.

(iii) No article, such as towels, rugs, or clothing may be hung or shaken from a deck.

(iv) No shades or blinds may be hung from a deck or within the deck area.

(v) 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 1.9 – Antennas and Satellite Dishes. Unit Owners shall maintain, repair and replace their satellite dish or antenna. In the event that a satellite dish installed on the roof by the Unit Owner becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired by the Association, at the Unit Owner's expense. If a satellite dish, antenna and other related equipment is removed, any damage to the roof or Unit shall be repaired at the Unit Owner's expense. The Association may repair damages not repaired by the Unit Owner and assess the reasonable cost thereof 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 - Storage. Storage of materials in Common Elements is not permitted, except with written permission of the Executive Board.

Section 2.3 - 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 2.4 - 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.

Section 2.5 – Water and Sewer. No individual well, water system, or septic system shall be allowed. To preserve and minimize potential damage and deterioration to the sewer and water lines, Units Owners shall not pour grease, oils or cooking fat residues into sinks, garbage disposal units or other drains. No diapers, sanitary napkins, newspapers, solid rags or paper towels are to be disposed in toilets. No used oil, oil-based paints, solvents or other chemicals are to be disposed into the Community sewer lines, storm drains or drainage ditches.

### ARTICLE III

#### Pets

Pets shall mean **domestic cats** and **domestic dogs** only. No other animals may be kept as household pets, without the approval of the Board.

Due to health, safety and infestation concerns, the following animals are **prohibited** as pets: reptiles, rodents, insects, rabbits, ferrets, birds and pigs.

- (i) No more than two (2) pets are permitted per Unit.
- (ii) Unit Owners with fenced Limited Common Element yards may maintain their pets within the fenced yard area appurtenant to their Unit.
- (iii) Unit Owner's shall hold the Association harmless from all claims resulting from the actions of his or her pet. Pets demonstrating behaviors within the classifications defined in Anchorage Municipal Code ("AMC") 17.40.020(A), and not falling within any of the exceptions contained AMC 17.40.020(B) are not permitted on the Property.
- (iv) Unit Owners shall be responsible for keeping their Units and Limited Common Element areas free and clear of pet feces and shall immediately remove 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 Executive Board shall be permanently removed from the Community.

**ARTICLE IV**  
**Actions of Owners and Occupants**

Section 4.1 - 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 4.2 - Compliance With Law. No 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 4.3 - 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 4.4 - 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.

**ARTICLE V**  
**Insurance**

Section 5.1 - 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 5.2 - 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 5.3 - 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 VI**  
**Rubbish & Rubbish Removal**

Unit owners shall have individual trash collection service. Trash containers shall not be placed in the street until the day of garbage pick-up and shall be promptly removed no later than the evening on the day of garbage pick-up.

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 VII**  
**Parking and Parking Violations**

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. Limited Common Element driveways for Units contained within one half of a duplex structure are restricted to parking for vehicles.

(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 VIII** **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 IX** **General Administrative Rules**

Section 9.1 - 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 9.2 - 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 9.3 – Violations and Fines. 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:

(i) 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.

(ii) 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 cost may be assessed against the Unit Owners as additional fines.

ARTICLE X  
General Recreation Rules

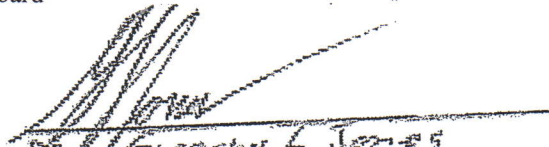
Section 10.1 – Recreation Equipment. Basketball hoops, backboards, baseball soccer, hockey cages or other recreation apparatus shall be portable and stored out of sight from the street and other adjoining Unit Owners when not in use. No permanent basketball hoops, backboards, baseball cages or recreation apparatus may be attached on the Common Elements, Limited Common Elements or Units. No such temporary equipment shall be placed on the roadways within the Community.

Section 10.2 – Limited in Occupants and Guest. The Common Elements are limited in 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 10.3 – Boisterous Behavior Prohibited. Boisterous, rough, or dangerous activities or behavior, which unreasonably interferes with the permitted use of facilities by others, is prohibited.

Section 10.4 – 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 Rules adopted by the Executive Board

  
BY Gregory L. Jones  
Its Secretary

Glenn Abbey Condo Association

7/29/14

Addendum to House Rules

In order to accommodate all Glenn Abbey guests and visitors, we are amending the house rules.

1. Even if the reserved, visitor, and open parking spaces are not marked, these "Rules pertaining to reserved, visitor, and open parking spaces" still apply.
2. It is a violation of these guidelines for any person to make use of a reserved parking space without the consent of the owner/resident of the lot to which the parking space is assigned.
3. The assignment of reserved parking spaces to lots shall be made without regard to the number of motor vehicles owned by, registered to, or in the possession of the occupants of a lot.
4. Certain parking spaces in the Association are marked "Visitor." Visitor parking spaces are for the use of visitors only. It is prohibited for any Glenn Abbey resident to use a visitor parking space.
5. Visitors may park in visitor parking spaces for a seventy-two (72) hour period without special permission. The seventy-two (72) hour period shall begin when a vehicle first enters a visitor parking space and the period will not cease when a vehicle temporarily leaves the visitor parking space and returns.

Per association rules, there is a 30-day notice and comment period, which commences from date sent.

Baring further notice, this addendum shall go into effect on 8/18/14

Regards,  
Glenn Abbey Board