

Cordova Square Condominium Association

Rule Book

A Guide To Condominium Living

Presented by the Board of Directors



2019

Cordova Square residents live in close proximity and share costs associated with managing and maintaining the Common Elements. Unit Owners and residents may minimize these shared costs while enjoying the benefits of this unique property by respectful courtesy to neighbors and adhering to the standards of conduct listed below. Each Unit Owner and resident is required to be familiar with the Declarations, Bylaws and Rules (collectively the "governing documents").

The Board of Directors has the responsibility to adopt and enforce Rules as may be necessary or advisable for the effective and efficient management of the Association; to amend Rules and enforce same by imposing reasonable fines, initiating corrective action (i.e. towing), or instituting legal action against Unit Owners for violations. Unit owners are responsible for actions of their guests and occupants and all leases must condition tenancy upon compliance with the governing documents.

1. GENERAL INFORMATION

1. The Association is comprised of 141 units. Address locations are listed as 310 E 11th Ave, 380 E 11th Ave, 1170 Denali St, and 315 E 12th Ave.
2. The Association is located in Anchorage, Alaska.
3. As a private condominium association, we are governed by our own Declaration & Bylaws. We elect our own Board of Directors, consisting of 5 volunteer members, from our unit owner membership and the Board manages the association affairs on behalf of our 141 unit owners.
4. Annual Meetings are to be held the last quarter of the year. Regularly scheduled board meetings are held throughout the year, standing meetings are typically the 2nd Tuesday of the month. *Annual meetings to be held within a fifteen (15) mile radius of the Association.*
5. A master policy for insurance coverage is purchased by the Association specifically for Common areas and wall to wall interiors limited to those items included at the time of the original sale of said unit (circa 1982-83) . Each unit owner must obtain insurance at his/her own expense affording personal property and for his/her personal liability.
7. The Board, on behalf of the Association retains the services of a professional management company to handle the day-to-day operations of the Association.
8. The Association and the management company do not have the responsibility for law enforcement at The Cordova Square Condominiums. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Anchorage Police Department **(907) 786-8900**

2. ENVIRONMENT OF COMMON AREAS

The Common areas consist of everything but the individually owned condominium unit. The repair and maintenance of all of the common areas is done at the Association's expense except as otherwise explained in the Rules and Regulations and Declaration and Bylaws.

1. Littering is prohibited.
2. No smoking of any kind in interior common areas.
3. All damages or assorted debris to the common areas caused by an owner, occupant, pet or guest must be repaired, replaced or cleaned at the expense of the unit owner, who may then seek reimbursement from the tenant or guest.
4. All items left unattended in the common areas may be removed and stored by the Board at the owner's expense. Examples, tables, benches, large decorative items, coat trees.
5. Any noise, which distracts or disturbs others, is prohibited. Residents must refrain from any activity, which creates a nuisance. If someone is creating a serious nuisance, contact your local law enforcement at **907-786-8900**. For emergencies call **911**.
6. The Association is responsible for the maintenance of the common area condominium property. This property is managed by Snows Management Inc. Please submit reports for repairs of these areas noted by unit owners in writing and delivered by email to info@snowsmanagementak.com , or mailed to 2701 Fairbanks St. Suite A. Anchorage AK. 99503.
7. Unit owners and tenants must not give work instructions to **ANY** association service contractor (i.e. Landscape or Snow Plow). Changes or additions to contracted work must be requested, in writing, to the Association to be reflected in the contract.
8. Signs or other advertising of any nature, or for any purpose, are prohibited upon any portion of the condominium property except:
 - a. One professionally printed "FOR SALE" or "FOR RENT" window sign is permitted. (Homemade signs are prohibited)
 - b. One security protection sign may be placed on front door.
 - c. Signs can be posted on Bulletin Boards only, unless pertaining to mail deliveries. Social Notices; items for sale, parking spaces for rent, garage or community events are acceptable. All notices must be signed, dated and include the posters name and phone numbers. The Board of Directors must approve the posting of any signs outside of the above-mentioned items – such as safety/secure notices, items stolen, or meeting notices.
9. Oil or fluid leaks or spills on roadways, parking areas, or driveways must be cleaned **IMMEDIATELY** by the resident. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids. Such repairs must be made *off the property*.

10. Unit owners and residents must not pour or allow to spill, any oil, solvent or other volatile or flammable material into the storm sewers or common areas.
11. Vehicle repairs including oil changes on condominium roadways, parking areas, driveways and garages are prohibited.
12. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair or replacement of a resident's personal property in common areas.
13. Playing games such as Frisbee, Ball sports, *(see last page for "CORRECTIONS, EXCEPTIONS, ADDITIONS & DEFINITIONS") of any sort is prohibited on all common areas, (i.e. driveways, grass, landscaping, outside and inside parking areas.)
14. Skateboards and skateboard ramps are prohibited from the condominium property.
15. The riding of bicycles and other vehicles is prohibited on sidewalks or grass areas.
16. Vehicles parked in the parking lot must have current registrations and tags, in running and driving condition. Vehicles with expired tags, flat tires, or are inoperable, will be towed at owner's expense after 10 days of notification being posted on vehicle. A grace period of ten days may be given by the Board in hardship cases.

3. CONDOMINIUM ASSOCIATION RESPONSIBILITIES:

The Association is responsible for the reasonable maintenance of the following:

1. Building exterior, foundation and roof.
2. Driveways, parking areas, and cul-de-sacs.
3. Utilities, which are not separately metered.
4. Common area insurance.
5. Repair of gutters and downspouts.
6. Grass cutting, fertilizing and reseeding of lawn areas.
7. Care and maintenance of common area trees.
8. Elevators, air exchange systems, boilers, hot water makers, fire service panels, electronic entry systems, and garage doors. Although they are maintained by the association, they are also mechanical and/or electrical by nature. These systems are subject to malfunction and therefore cannot be guaranteed 100% of the time. Be prepared. (Example: Always carry your building key in case the front door entry pad is not functioning.)

9. Common areas include plumbing, including drain lines. They do not include plumbing inside each unit.

10. The protection of the Associations Health, Safety and Financial welfare is one the Boards most serious concerns. Fines of \$50 dollars or more shall be levied at the Boards discretion depending on the severity and frequency of the violation, not to exceed \$250 dollars per occurrence.

4. LIMITED COMMON AREAS

Certain parts of the common areas are built and designed specifically for each individually owned condominium unit. Examples include unit windows and doors, decks serving only one unit, and garage parking spaces.

These are designated common areas because they are owned by all unit owners in common, and the Association has control over how they are to be maintained. Their complete designation, however, is *limited* common areas; limited to the use of one condominium unit. These limited common elements are for the exclusive use by unit owners. Owners may maintain and upgrade these elements at their own expense with the Board/Management approval.

1. Individual garage, yard or patio sales are prohibited.
2. Clotheslines are prohibited.
3. No sign or flag can be displayed in windows, on doors, patios, or on the exterior of the buildings. One American flag is permitted, per unit, as long as it is attached to the wood trim on your personal deck only.
4. Rubbish, debris and any other unsightly materials are prohibited. Rubbish is to be placed in the trash cans provided by the association and is located in the garage of each building. Disposing of appliances and remodel debris is the responsibility of the unit owner.
5. There shall be no changes to the front exterior landscaping or shrub beds by residents.
6. No changes may be made in the color of unit doors.
7. Patios and decks shall not be used as storage areas.
8. Appropriate deck items would include outdoor furniture, flower planters when in season, and electric grills.
9. Unit owner garage storage lockers are not to exceed 2 feet in depth (as measured from the wall of the garage) and no wider than the inside of the parking space lines. Storage lockers located on the sides of parking spaces is prohibited.
10. The maximum length of a vehicle with a 2-foot-deep storage locker is not to exceed 22 feet.
11. Sleeping in a vehicle parked in the garage is strictly prohibited. This applies to the main lot as well, and includes pets

5. RESIDENTIAL UNIT REQUIREMENTS

The boundaries of the individually owned condominium unit and everything within these boundaries built and installed for the exclusive use of said unit is home sweet home. It is the owner/resident's responsibility to maintain.

1. Units shall be occupied and used for single-family purpose only as private dwellings for owners, their families, tenants and guests.
2. Exterior modifications to the units, garages, the buildings or the grounds is prohibited.
3. Installation of wiring for electrical, telephone, television systems, air conditioning, machines or the like on the exterior of the building, or which protrudes through the walls or the roof of the building, is prohibited.
4. Christmas lights, when in season, a wreath on a door of a unit, or other cultural holiday decorations, flag holder, doorknocker or a brass door kick plate is acceptable.
5. The use of plastic or other non-glass window or door liners is prohibited on the exterior of any unit.
6. Window coverings must be white or off-white facing exterior with no visual obstructions from exterior and appear as properly hung draperies or coverings. The use of blankets, sheets, foil, etc, is prohibited even as a temporary window covering.
7. Window air conditioning units are prohibited.
8. Nameplates of any type must be approved by the Board of Directors in writing.
9. Chairs, benches, tables, pictures and the like are not permitted to be displayed in common areas without Board approval. The Association assumes no responsibility for items placed in common areas.
10. Installing reflectors, recreational equipment, light posts, or flagpoles is prohibited.
11. Deck lighting must not be directed in such a manner as to create an annoyance to other residents.
12. Structures such as storage sheds, (unless authorized by the Board of Directors), animal shelters, patio awnings, or hot tubs are prohibited.

6. UNIT OWNER RESPONSIBILITIES:

(Owners may delegate some of these items to tenant)

1. Interior of the unit.
2. Interior doors
3. Garage space floors and storage lockers.
4. Personal decks.
5. Individual mailbox key and lock.
6. Replacing burned out light bulbs in exterior deck light fixtures with a white bulb.
7. Cost of repair to any damage to common or limited common areas caused by unit owner/ tenant.
8. Respect for designated handicap parking spaces so that those with disabilities have access to them.
9. Fireplace use is for firewood or Duraflame™ style logs only. Fireplace conversions are limited to electric only. Ensure your fireplace damper is open so the smoke ventilates up the flu. Burning rubbish or debris of any kind is prohibited.
10. Fireplace fires are not to be left unattended.
11. Modifying any health, safety, and fire alarms or sprinkler suppression systems is strictly prohibited.
12. Residents and their guests must observe municipal quiet hours of 10 pm to 8am. The use of garbage disposals, washing machines, dryers, whirl pool tubs, vacuum cleaners and dishwashers is prohibited during quiet hours. Be considerate about slamming doors and walking on hard surface floors. Pets, audiovisual equipment and computer systems should be kept to a minimum noise level. When leaving the buildings, guests should be cautioned about making excess noise in the hallways and outdoor parking lots.
13. Use of bird feeders or feeding of any wild birds or animals within the Project is prohibited.

7. GARAGES

1. Storing flammable or hazardous items in a garage or on common areas is prohibited.
2. Assigned parking spaces inside the garage are considered *limited common* areas. They cannot be sold or exchanged independent of the sale of the unit they belong to.
3. Storage lockers must meet the following guide lines.
 - a. They may not exceed 2 feet deep as measured from the exterior concrete wall.
 - b. They may not exceed the width of the parking space as measured from the inside of the parking space lines.
 - c. They may not obstruct any electrical, plumbing, or ventilation systems.
 - d. They will be painted white and must be identified and numbered in the existing style/type.
 - e. They may not be placed on any side walls.

4. All personal items stored in the garage must be contained in the individual's storage locker.
5. Vehicles inside the garages will not exceed past 22 feet when measured from the exterior concrete wall.

8. MOTOR VEHICLES

The following vehicles are prohibited from being parked within Association property.

1. Buses
2. Mobile and/or motorized homes. *NOTE: For the purpose of loading or unloading and in preparation for a trip, a recreational vehicle may be parked in the lot from 6am to 9pm. Parking roadside by the garage door is encouraged.*
3. Boats, trailers, snow machines, or other recreational vehicle are prohibited from condominium property.
4. All vehicles with noisy exhaust systems, which disturb other residents, are prohibited.
5. Moving vans are permitted to be temporarily parked on the street if the flow of traffic is not obstructed.
6. Vehicle repairs are prohibited in garage parking areas, in the main parking lot and adjacent side streets.
7. Vehicles must not be "pre started" with remote start or allowed to idle in the **garage** at any time. This is considered a health and safety concern and may warrant a \$250 fine.

9. PARKING

1. If the resident has more than two vehicles, the extra vehicles may be parked in the main lot, or on the street. Like any vehicle on the property, they must be registered with the office and the Municipality of Anchorage and be in running condition.
2. Parking on any grassed or lawn area is prohibited.
3. Parking in areas designated as a fire lane is prohibited. All common driveways are designated fire lanes.
4. Blocking or obstructing garage spaces or other units parking spaces is prohibited.
5. Handicapped parking spaces are restricted to those with handicapped needs. Overnight parking requires tags or plates.

10. TRAFFIC RULES AND REGULATIONS

The speed limit in the Associations main lot is 5 m.p.h. All vehicles must observe the speed limit.

11. ROOF TOP DECKS AND GRILLS

1. The Roof Top Decks and Grills are for tenants and their accompanied guest use only.
2. No unaccompanied minors.
3. Tenants only allowed to operate grills.
4. Tenants using grill must first fully understand operation of grills, operation of fire extinguishers and the location of fire extinguishers.
5. The Decks are closed from 11PM till 6AM
6. No climbing over rails or going onto roof areas surrounding Decks.
6. Trash removal and clean up after use by tenant.
7. Tenants and their guest agree not to hold Cordova Square Condominiums Association responsible for any accident or injury incurred while using Roof Top Decks or any access to Decks.

12. PETS

1. No animals, such as rabbits, livestock, fowl or reptiles of any kind shall be raised, bred or kept in any unit or the common or limited common areas except for dogs, cats or other household pets, which may be kept subject to Rules and Regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose. Each unit owner is allowed one dog or cat and must weigh less than 25 Pounds.
2. All pets are to be leashed when outside of a condominium unit.
3. Pets must not be permitted to run loose on the condominium property, as per Municipal Code.
4. NO PET shall be tied, fenced or housed outside a condominium unit.
5. Pet owners shall be held liable for all damages caused by their pets to any common property including, but not limited to interior hallways, floors, stairs, elevators, shrubs, bushes, trees and grass.
6. Pet owners are responsible for immediately picking up after their pets.
7. Any pet causing or creating a nuisance or unreasonable disturbance may be removed from

the Association property upon seven days (7) written notice from the Board.

8. All dogs must be registered with the management company. This applies to owners and tenants.

9. Service animals. *(see last page for "CORRECTIONS, EXCEPTIONS, ADDITIONS & DEFINITIONS")

13. RUBBISH REMOVAL

1. The association provides rubbish removal service. All trash must be in plastic bags & all boxes must be broken down. Appliances and furniture will **not** be accepted. Fish remains must be double bagged & sealed so that nothing escapes. No animal parts or carcasses are permitted.

2. Residents should call and employ a service company or contractor of their choice to haul away large items of rubbish at their own expense.

14. INSURANCE

As a condominium property, a master policy for insurance coverage is purchased by the Association specifically for common areas.

1. These items are limited to carpet, pad, cabinets, sinks, tubs, doors, hardware, sheetrock, paint, insulation, trim, vinyl floors, and built-in appliances. The cost of these items will be limited to the quality used at the time of original construction. Each unit owner/resident must obtain insurance at their own expense affording coverage upon their unit, personal property and for their personal liability. We recommend having your personal insurance agent review the Declaration and By-laws. Unit owners insurance coverage must be issued to include items, which are the unit owner's responsibility to repair and/or maintain. If your insurance agent has questions about the Association's master policy, contact the Association's Agency: State Farm Insurance – Justin Goodman. **(907) 561-7771**.

2. Only the Board of Directors may file loss claims against the master policy.

15. MAILBOX KEY AND LOCK

Cluster boxes are required and provided by the association.

1. The individual mailbox key and lock are the responsibility of the unit owner.

2. Contact a locksmith of your choice, for repairs. We recommend North Star Locksmith's, located at 113 W Northern Lights. 279-2154

16. SALE OF CONDOMINIUM UNITS

1. All unit owners must notify the management company in writing of any changes in ownership within thirty (30) days of such change. A resale certificate is required by State Law each time the property changes ownership. Mortgage information currently is on file with the Snows Management Inc. 907-563-8333.
2. One professionally printed "FOR SALE" sign may be placed inside the window.
Homemade signs are prohibited.
3. One (1) professionally printed Open House sign is permitted in front of the unit and at the entrance of the development from 10am to 6:00 p.m. on Saturdays and Sundays only.
4. Within fifteen days (15) of executing a purchase or sales agreement, the unit owner or realtor must notify the Management Company to make arrangements for a re-sale certificate at owner or buyers expense.
5. At the same time as above, the unit owner must provide the following: Name, address and phone number of purchasers.
6. Mortgagee: The Management Company will coordinate the paperwork with banks, realtors, appraisers and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
7. The seller is responsible for providing the following information to the buyer: Copy of Declaration and Bylaws, and a copy of the Handbook of Rules and Information.

17. RENTAL OF YOUR CONDOMINIUM UNIT

1. All unit owners must apply for permission to rent their unit, in writing, to the Board of Directors.
2. Once assigned permission, the unit owner has 60 days to make this transition.
3. Should the unit owner wish to re-occupy their unit, they may do so for a period not to exceed 60 days, and not more than once every 2 years, or their rental status will be forfeited.
4. "For Rent" signs are permitted on the same basis as (For Sale). All homemade signs are prohibited.
5. Renting or leasing a unit for transient or hotel purposes, as defined as periods of less than thirty days (30), or hotel, laundry and similar services, or roomers/borders, is prohibited.
6. The unit owner must provide the Management Company (Snows Management Inc.) with the following information before the tenant takes up residence:

- A. Full name of tenant.
- B. Names of all occupants of the unit.
- C. The unit owner is responsible for making the tenant aware of the Rules of the Association.
- D. The unit owner is responsible for tenant violations of the Declaration Bylaws, or Rules.
- E. The unit owner shall be responsible for rule violation assessments and all other damages and any recourse the owner may wish to take against a tenant who is in violation.
- F. The lease document must contain a clause making it subject to the covenants and restrictions in the Association Declaration, Bylaws and Rules.

18. CABLE TELEVISION

- 1. At the time of this writing, Cable television is provided by GCI through a bulk contract with the Association for one cable box at the preferred level.
- 2. Arrangements for adding additional channels is a unit owner and/or resident responsibility. Any service issues are handled by calling GCI directly at **265-5454**

19. ARCHITECTURAL GUIDELINES

In order to create exterior uniformity, preserve the integrity, and establish common guidelines and standards for improvement projects with the Association, the following rules have been enacted and apply to ALL requests for exterior modifications:

- 1. A written request for any type of modification, to the exterior of the unit, common, or limited common area must be submitted to the Board, *in writing*, for review. Written approval must be obtained from the Board PRIOR to commencement of any project. Failure to receive PRIOR Board approval may also result in a rule violation assessment to the unit owner whether or not the request receives Board approval.
- 2. It is the responsibility of the seller to disclose to a new unit owner any exterior architectural changes or improvements that are the responsibility of the unit owner to repair or maintain.
- 3. Following written approval from the Board, it will be the unit owner’s responsibility to secure necessary building permits, to obtain approval from the Municipality of Anchorage, and to ensure conformity to jurisdictional codes as well as the Association. A copy of the building permits must be submitted to the Board before the initiation of construction.
- 4. Once material for the exterior modification is placed on the condominium property, the work must begin and continue through completion within a reasonable period and in a reasonable manner that will not detract from property appearance, or inconvenience neighbors and/or Association service contractors.

5. In the event damage occurs as a result of any modification, addition or change to the exterior of the building or to any common area of the condominium property, repairs must be made immediately at the unit owner's expense and to the satisfaction of the Board.

20. ARCHITECTURAL APPROVAL PROCEDURE:

1. Installation of replacement windows is prohibited.
2. Hot tubs are NOT PERMITTED.
3. Satellite Dishes: Installation of any satellite dish/antenna on, attached to, or extending into the common areas is strictly prohibited.

21. MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTION

1. COLLECTION POLICY

A. All assessments, including maintenance fees are due on the first (1st) day of the month and are considered late if not received by the thirtieth (30th) of the month.

B. An administrative late charge of \$50 dollars will be added to any late payment.

C. Any payments made by the Unit Owner shall be applied in the following order:

1. Principal amounts owed on the account for common expenses and assessments.
2. Administrative late fees owed to the Association.
3. Collection costs, attorney's fees incurred by the Association.
4. Any past due assessment may cause a lien and foreclosure to be filed against the unit owner.
5. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection will be assessed to the delinquent owner.

D. If any owner fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said unit owner the entire cost and

expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such unit owner and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

22. COMPLAINT PROCEDURE

1. Complaints against anyone violating the rules are to be made to the Management Company to info@snowsmangementak.com in writing and include the owner and/or unit and must contain the signature of the individual filing the complaint. Anonymous need not apply.
2. The Management Company will, in most instances, contact the alleged violator after receipt of each complaint, and a reasonable effort will be made to gain the violator's agreement to cease the violation.
3. If reasonable efforts to gain compliance are unsuccessful, the unit owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

23. ENFORCEMENT PROCEDURES AND ASSESSMENT FOR RULE VIOLATIONS

1. The unit owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the unit owner, guests, or the occupants, including tenants of his/her unit.
2. A rule violation, that by the determination of the Board affects the rights of others or their property, may result in immediate legal action.
3. The entire cost of effecting a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating unit owner.
4. In accordance with the procedure outlined in Item 6 below, an assessment of up to but not exceeding Fifty & No/100 Dollars (\$50.00) per day, per occurrence may be levied by the Board on any owner found in violation of the Rules and Regulations. Exceptions are violations to the "Health, Safety and Welfare" of the Association, whereas fines not to exceed Two Hundred Fifty & No/100 Dollars (\$250.00) per day or per occurrence may be levied.
5. In addition, all costs for extra cleaning and/or repairs stemming from the violation of the Rules and Regulations will be added to the assessment.

6. PRIOR to the imposition of an assessment for a rule violation, the following procedures will be follows:

A. Written demand to stop the violation will be served upon the alleged violator and his owner specifying:

a. The alleged violation;

b. The action required to stop the alleged violation; and

c. A 24-hour time during which the alleged violation must cease without the imposition of an assessment.

24. GOOD NEIGHBOR POLICY

The Association's Declaration and Bylaws and the Rules and Regulations define the standard of living residents may expect from our condominium environment. These documents are designed to protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filling a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other, in a non-threatening way, can achieve quicker results in a friendlier fashion. Our documents are our foundation. Our community spirit lies within the hands of each resident.

CORRECTIONS, EXCEPTIONS, ADDITIONS & DEFINITIONS

1. **GAMES.** French sociologist Roger Caillois, in his book *Les jeux et les hommes (Games and Men)*, defined a game as an activity that must have the following characteristics:

- *fun*: the activity is chosen for its light-hearted character
- *separate*: it is circumscribed in time and place
- *uncertain*: the outcome of the activity is unforeseeable
- *non-productive*: participation does not accomplish anything useful
- *governed by rules*: the activity has rules that are different from everyday life
- *fictitious*: it is accompanied by the awareness of a different reality

2. SERVICE ANIMAL POLICY

The Association has a pet policy which provides limits and restrictions for unit owners or tenants in keeping or owning animals within the Association. See Declaration Article II, Section 8. However, under the law, unit owners and tenants that are legally disabled have the right to have a service animal assist them with their disability. Because of the law, the Association, under certain circumstances, will “waive” requirements of the pet policy to allow a unit owner or tenant to have a service animal.

In order for a unit owner or tenant to receive a waiver of the pet policy for a service animal, the unit owner or tenant must demonstrate to the Board that: (1) the individual has a legal disability, (2) the service animal is necessary to afford the individual an equal opportunity to use and enjoy the unit, and (3) the animal is, in fact, a “service animal” within the meaning of the law. These specific requirements are discussed below.

Disability Requirement

A person is considered legally disabled if the person has a physical or mental impairment which substantially limits one or more of the person’s major life activity. As noted above, one of the prerequisites for having a service animal within the Association is that a unit owner or tenant must demonstrate that they are legally disabled. A unit owner or tenant may prove to the Board he or she is legally disabled by providing a letter from a treating physician, psychiatrist or psychologist, licensed in the State of Alaska, that the unit owner or tenant is legally disabled and that the service animal is necessary to reasonably accommodate the person. The Board has a right to request additional information or documentation, and in particular information and documentation to verify an individual’s disability when it is deemed necessary in the Board’s discretion.

Service Animal Requirement

A service animal is an animal an individual with a disability uses as an auxiliary aide, similar to the use of a cane, crutches or a wheelchair. A common example of service animal is a guide dog for a seeing impaired individual.

In order for an animal to qualify as a “service animal”, the unit owner must provide proof that the animal has been specifically trained to be a service animal. Pets with no specific training as a service animal do not qualify as service animals. The Board will make the final decision concerning whether the unit owner or tenant qualifies to have a service animal.

If the Board determines that a unit owner or tenant meets the requirements to keep the service animal that individual is still required to comply with all other rules and policies of the Association including those concerning pets and animals. For example, an individual with a service animal must, if appropriate, keep the animal on a leash and under the control of the person. Further, the unit owner or tenant will be responsible for any damage caused by the animal to the common areas, must clean up after the animal, and the animal will not be allowed to create a nuisance or make excessive noise. In addition, a service animal may be excluded for the Association if the Board has determined that the animal imposes a direct threat to the health and safety of others.

Any unit owner or tenant with a service animal is required to keep the animal in compliance with all laws and/or regulations of the Municipality’s Animal Control Department and other laws applicable to the animal, must keep the animal properly licensed, and keep all shot records for the animal up-to-date. It is also recommended that service animals be properly tagged and vested so they are clearly identifiable as a service animal.

3. Nuisance. "In law, an act, object, or practice that interferes with another's rights or interests by being offensive, annoying, dangerous, obstructive, or unhealthful. Such activities as obstructing a public road, polluting air and water, operating a house of prostitution, or keeping explosives are public nuisances and constitute criminal violations. A private nuisance is an activity or condition (e.g., excessive noise, disagreeable odor) that interferes with the use and enjoyment of one's property and that may be a cause of action in civil litigation. An attractive nuisance is something on one's property that poses a risk to children or others who may be attracted to it."

Court Definition of Nuisance

In its deliberations over *Riblet v. Spokane-Portland Cement Company*, 41 Wn.2d 249, 254 (1952), the Washington State Supreme Court asked and responded to the question, "What is a nuisance?" The court stated:

"Our basic point of inquiry relates to the general theory of the law of nuisance. This appears primarily to be based upon generally accepted ideas of right, equity, and justice. The thought is inherent that not even a fee simple owner has a totality of rights in and with respect to his real property. In so far as the law of nuisance is concerned, rights as to the usage of land are relative. The general legal principle to be inferred from court action in nuisance cases is that one landowner will not be permitted to use his land so unreasonably as to interfere unreasonably with another landowner's use and enjoyment of his land.

The crux of the matter appears to be reasonableness. Admittedly, the term is a flexible one. It has many shades and varieties of meaning. In a nuisance case, the fundamental inquiry always appears to be

whether the use of certain land can be considered as reasonable in relation to all the facts and surrounding circumstances.

Application of the doctrine of nuisance requires a balancing of rights, interests, and convenience."

"Life, Liberty, and the Pursuit of Happiness." does not *guarantee* happiness. Only your right to pursue it."
Thomas Jefferson, (April 13, 1743 - July 4, 1826)