

COLLEGE ALPS CONDOMINIUM ASSOCIATION HOUSE RULES

Effective May 23, 2011

Section I

Owner Responsibilities

1. Owners should be familiar with the Amendment and Restatement of the Declaration of the Covenants, Conditions and Restrictions for College Alps Condominiums Phases I, II, and III, Bylaws, and House Rules (collectively the "Governing Documents") of the College Alps Condominium Association.
2. Owners are responsible for actions of their guests and tenants, and all leases must comply with the Governing Documents.
3. The Board of Directors has the authority to adopt and enforce such additional rules as it may deem necessary or advisable, to amend same, and impose reasonable fines, penalties or legal action upon owners for violations.
4. The Board of Directors assumes and promotes voluntary compliance of the rules by all residents. However, upon receiving a written complaint regarding the violation of the rules the Board may elect to intervene if it deems it necessary to enforce compliance.
5. The House Rules as specified in this document supersede all previous versions.

Section II

Use Restrictions

1. Units are restricted to single family residential usage.
2. Nothing shall be done to or kept on the premises which will increase the liability for the Association.
3. Loud or dangerous activities are prohibited.
4. Harassing behavior towards residents or their guests is prohibited. There should be no noxious or offensive behavior or nuisance made or suffered on association common area or limited common area.
5. Explosives or illegal products may not be kept on the premises.
6. Common areas are not to be used for personal storage, with the exception of firewood with approval by the Board.
7. Garage sales are allowed as long as they are not for commercial purposes.
8. No illegal activities shall be conducted on the premises.

Section III

Repairs, Alterations, Improvements, and Maintenance

1. Owners are responsible for keeping their units repaired and maintained in good order and condition. Owners should review the Governing Documents (Article VI of the Declarations) as they pertain to Association vs. owner responsibilities for repairs. You may wish to call the Property Manager for further clarification of the area for which owners are responsible.
2. In order to preserve a uniform exterior appearance, the Board may require or regulate any modification or decorating of the building. Even repairs made at the owner's expense must meet the approval of the Board prior to the initiation of repairs. Approved door and window replacement specifications are on file with the Property Manager.
3. The alteration or decoration of the interior of a unit is a right of the individual owner except as it affects others. A unit owner may not make changes which would affect:

- a. the structural integrity of the building.
 - b. the common use utilities.
 - c. the noise levels transmitted from the unit.
4. Alterations, electrical wiring, or natural gas piping modifications by unlicensed individuals are not permitted. Owners must use licensed, bonded, and insured contractors for repairs performed within their units. Additionally, all modifications, including contractor information, must be presented to the Board for approval prior to the commencement of work.
 5. Nothing shall be done to or kept in any unit or common area which would overload or impair the floors, walls, or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.
 6. Window coverings, visible from the exterior, should be a neutral color. Blankets, foil, newspaper, and similar materials are strictly prohibited.
 7. Items displayed by residents on decks, patios, in windows, etc., must not detract from the property. You may be asked to remove offensive or obnoxious items.
 8. Satellite dishes may not be installed on any roof. Contact the property manager for further information on appropriate placement and size restriction of satellite dishes and details of the required approval process.
 9. All common area concerns and malfunctions should be reported to the property manager. Additionally, all maintenance requests must be presented in writing to the property manager. (Addendum C)

Section IV

Annoyance or Nuisance – Quiet Hours

1. There should be no undue noise that will disturb your neighbors' quiet enjoyment of their homes.
2. Quiet Hours shall be enforced between 10:00 p.m. and 8:00 a.m. This means reducing the volume of stereos, radios, TVs, and controlling noises by pets between these hours. The Quiet Hours also include reducing noise in the common areas of the property, including stairways, decks, patios, and parking areas.
3. Residents are asked to be considerate of their neighbors when using their vacuum cleaners, dishwashers, and washers/dryers during the Quiet Hours.

Section V

Animals

1. The Municipality of Anchorage animal ordinances are in effect on the property. Owners may be fined or requested to remove their pets for failure to observe the ordinances.
2. Only domestic cats, dogs, fish and birds may be kept as household pets within any residence and then only if they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. A maximum of two dogs or cats or one dog and one cat shall be permitted per unit. No other animals, livestock, or poultry are allowed.
3. Pets are not permitted in common areas without being on a leash or under the control of a handler. Common areas are not to be used as tie down spaces for unattended pets nor may pets may be left on the decks unattended.
4. Each pet owner is to promptly remove and dispose of all animal waste deposited by their pet on the College Alps property and each pet owner is responsible for the repair of any areas damaged by their pet. This includes damage to shrubbery and lawns of the common areas.

5. Pet owners will not allow their animals to urinate or defecate on decks, stairs/stairwells, or limited common area entryways.

Section VI

Vehicles and Parking

1. Parking spaces are not assigned, with the exception of the four (4) units in phase III that do not have a garage or carport, and are for the use of all residents and their guests on a first come first serve basis.
2. All vehicles must be in operational condition and have current registration and licensing, to be parked anywhere on the property.
3. Vehicles parked on the premises must be moved weekly. However, from October 15th to April 15th vehicles must be moved within 48 hours of snowfall to allow for snow removal.
4. Vehicles should not be parked near the dumpsters in such a way as to prevent service access to the dumpsters. If garbage removal is hampered by a vehicle the vehicle may be towed and the owner will be subject to a fine.
5. Vehicles parking in fire lanes, on lawns, or in landscaped areas will be towed immediately.
6. Delivery trucks and moving vans may not block access to a garage or carport unless actively loading or unloading and the driver is present at the time.
7. RV's, trailers, camper shells, cars, boats, parked on the RV lot or- in the general use parking areas shall not be used for living accommodations and must fit within the designated space. Recreational vehicles (ATV's, snow machines, etc.) must be on a trailer and fit within the designated space.
8. Vehicles in violation of the above rules may be subject to immediate towing by order of the property manager. The vehicle owner is responsible for all costs associated with the towing.

Section VII

Vehicle Storage Area

1. There is an enclosed and locked Vehicle Storage Area at the south end of the property. This area is for the storage of RVs, trailers, camper shells, cars, boats, and snow machines of current College Alps residents only.
2. Owners or residents using the Vehicle Storage Area are required to register their vehicles with the property management office by filling out a Vehicle Storage Area Form and supplying a copy of the vehicle's registration. Also, the following information must be attached to the vehicle and be clearly visible from the outside: name, address, home phone, and work phone. 3. Unregistered or inoperative vehicles may not be stored in the Vehicle Storage Area at any time.
4. Any items in the Vehicle Storage Area that do not comply with the above requirements are subject to removal at the owner's expense.

Section VIII

Garages

1. Any work performed on a vehicle in a garage (or carport/parking area) must not involve oil, grease, or flammable materials.
2. Owners are responsible for damage to garage floors (asphalt driveways and parking areas) caused by leaking. Owners must clean up any vehicle fluid leakage immediately and remove vehicle from the property until the leak is repaired. Owners are responsible for all maintenance and repairs of the interior of their garages.

Section IX

Signs

1. Only one real estate or garage sale sign is allowed per unit. Signs can be no larger than 30" by 24" and may be placed only in a window of the unit or on a garage door. A temporary lawn sign may be used during the day of an open house but may not be secured to trees or permanent post on the property and must be removed the same day.

Section X

Garbage

1. Dumpsters are for residents' use only and only for disposal of ordinary household garbage. Residents and contractors are prohibited from using dumpsters for disposal of construction material.
2. All garbage must be placed inside the dumpsters. If garbage is placed beside the dumpster, it will not get picked up; drivers do not get out of their trucks. Additionally, garbage bags on the grounds invite prowling animals.
3. Large items and boxes must be broken down and placed inside the dumpsters.
4. Do not overfill the dumpsters.
5. Disposal of items too large for the dumpster is the responsibility of each individual. Residents can schedule a special pick-up for most large household items by calling Solid Waste Services at 343-6250.

Section XI

Decks

1. Please keep individual decks and garage decks neat and free of clutter and garbage.
2. Do not store personal items in stairwells or on decks.
3. Do not hang or dust garments, rugs, etc. from windows or decks.
4. Open flame devices such as charcoal and gas grills may not be stored or operated on any decks.

Section XII

Business and Lease Restrictions

1. No business or commercial activity shall be maintained or conducted in any residence, except for professional and administrative occupations which are restricted as follows:
 - a) There must be no visible evidence such as outdoor signs and/or posters of the occupation or business;
 - b) No traffic or deliveries shall be generated by such occupation in greater volume than would normally be expected in a residential environment;
 - c) No equipment or process shall be used which creates noises, vibrations, fumes or odors detectable to neighbors.
2. A Unit may not be conveyed pursuant to a time-share plan. A Unit may not be leased or rented for a term of less than thirty (30) days. All leases and rental agreements shall be in writing and subject to the requirements of the Governing Documents of the Association, and the Governing Documents shall be part of the rental agreement.

3. Upon lease of a unit it is the owner's responsibility to provide their tenants with a copy of the House Rules. It is also the owner's responsibility to ensure that their tenants abide by the Declarations and Bylaws of the Association. The owner and tenant shall sign off on the "Checklist For New Tenants" (see addendum "A"), fill out the "Unit Registration Form" (see addendum "B") and the owner must submit both to the office of the managing agent within ten (10) days of tenant occupancy.

Section XIII

Violations and Fines

1. If you feel another resident is infringing upon your enjoyment of community living and is in violation of the governing documents, you may report the violation to the Property Manager in writing. Verbal complaints will not be addressed.
2. The Board will address complaints at the next regularly scheduled meeting.
3. Authorship of complaints shall be kept confidential, unless it is necessary for the Board to disclose the author in order to investigate and/or resolve the complaint.
4. Any resident making repeat, individually targeted and baseless complaints may be considered to be in violation of these Rules and may be subject to a fine.
5. Violations of these Rules, as well as violations of the Declarations and Bylaws, will be enforced by the Property Manager or the Board of Directors by imposing a minimum fine of \$50.00 per violation.
6. At the discretion of the Property Manager or Board, a minor "first offense" may result in a written warning in lieu of a fine.
7. Violations which are deemed to be "serious," may warrant larger fines, up to any amount deemed "reasonable" for purposes of Alaska Statute 34.08.320(a) (11).
8. Ongoing, recurring, or intentional violations will result in progressively severe fines, which will be levied at the discretion of the Board.
9. In addition to or in lieu of fines, the Board may institute legal proceedings or correct violations (i.e., perform repairs, restoration, etc.) charging all associated costs including legal fees back to the offending owner as additional assessments, in accordance with Article XVI, Sections 16.2 and 16.3 of the Amendment of the Restatement of the Declaration.
10. Notice of the violations and/or fines imposed shall be mailed to the owner by USPS First Class mail at the owner's address as listed in Association records. Hand delivery to the Unit shall be an acceptable alternate form of notice.
11. Owners may appeal any fine by filing a written notice of appeal with the Property Manager within thirty (30) days from the date of the notice. The owner may then address the Board at the next regularly scheduled Board meeting regarding the fine and present evidence that the violation and/or fine is unwarranted.
12. Only one appeal per complaint is permitted.
13. Fines shall be tentatively assessed as additional owner dues immediately following the delivery of the notice of the fine, and will become final unless appealed to the Board within thirty (30) days of receipt of the notice.

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13. Fines shall be tentatively assessed as additional owner dues immediately following the delivery of the notice of the fine, and will become final unless appealed to the Board within thirty (30) days of receipt of the notice.
14. Fines will be levied to ensure compliance with the Association's Governing Documents, rather than to raise revenue.

Approved by Board May 3, 2011

Submitted to owners for Review May 5, 2011

Adopted on May 23, 2011


Secretary

5/23/11
Date