

mailed 12/16/03

Hillcrest Condominium Association

*c/o Snow's Management, Inc.
200 W. 34th Avenue, #966
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MEMORANDUM

TO: Owners of Hillcrest Condominiums

FROM: Snow's Management Inc.

SUBJECT: Amended House Rules

DATE: December 16, 2003

At the November 12, 2003 Board of Directors meeting the house rules were amended. Enclosed is a copy of the amended house rules for your review. Please make note of the amended item #3 PARKING which now states that, "Only licensed operable vehicles may be parked on the property." If you have an inoperable vehicle please have it removed from the property by January 1, 2004. If you have a tenant living in your unit, please provide a copy of the house rules to them and return the tenant agreement back to our office at the above mailing address or fax number.

We appreciate your cooperation in maintaining a nice neighborhood. If you have any questions or concerns regarding the House Rules, please contact our office at (907) 563-8333. Thank you!

HOUSE RULES FOR HILLCREST CONDOMINIUMS

Summary of Homeowners' Responsibilities

Amended 11/12/03

The following HOUSE RULES are written to condense the covenants into easier reading materials. The goal is to maintain the value of your property and to promote harmonious living in the Hillcrest Condominium. Specifics of the following responsibilities can be found in the Declaration and Bylaws. All residents must comply with all state laws and municipal ordinances with respect to the use and occupancy of each unit.

1. **RESIDENTIAL USE ONLY:** All condominium units will be used for residential purpose only. No units will be used for transient or hotel purposes, rented for less than 30 days, nor may less than the entire unit be rented. No business or commercial activities are allowed, except professional and administrative occupations in accordance with ordinances of the Municipality of Anchorage, so long as there exists no external evidence thereof.
2. **INSURANCE:** The Condominium Association is not responsible for damage by fire, water, theft, etc. to personal effects inside units. You are encouraged to obtain personal contents insurance.
3. **PARKING:** Parking spaces in carports are assigned to individual units for their exclusive use. Vehicles parked without unit owner authorization in carport spaces or vehicles parked outside of designated parking areas shall be subject to towing without notice. There are no guest parking spaces, guests should park in front of the complex on Romig Place. Only licensed operable vehicles may be parked on the property.
4. **SPEED LIMIT:** The speed limit of 10 mph will be observed in the parking lot.
5. **MOTOR HOMES:** Motor homes may not be parked on the premises.
6. **COMMERCIAL VEHICLES:** No large commercial trucks may be parked on the premises except while they are being used for deliveries or completion of maintenance work.
7. **WINTER PARKING:** During winter months, due to facility snow removal no vehicles are to be left even temporarily in the parking area driveways.
8. **HEADBOLT HEATERS:** Headbolt heater outlets are provided to heat vehicle engine block in cold weather. Use only the outlet in your designated parking space as the electricity used is charged and paid by unit owner/tenant.
9. **STORAGE:** Each unit has it's own designated storage unit. The common areas of the project are for the use and enjoyment of all owners. No storage is allowed in the common areas. This includes all areas outside of the units. The exception is that planters, firewood neatly stacked, patio furniture, bicycles, and barbeques may be stored on balconies.
10. **DRAPERIES:** All draperies which are visible from the outside the condominium building shall be of neutral color, and no tin foil or black-out shades of any nature shall be permitted.
11. **WATERBEDS:** Use of waterbeds must be approved by the Board and the owner of the unit will be responsible for any damage caused by the use of a waterbed.

12. **SIGNS:** No signs, posters, displays or other advertising devices shall be displayed without written approval of the Board of Directors: provide however, that this restriction shall not apply to any single sign not to exceed 12" × 18" in size, displayed from a unit, which states the residence is for rent or sale.
13. **TRASH AND LITTERING:** The common areas are to be kept clean and neat. No garbage, trash, debris, etc. of any sort may be placed or kept on any part of the common areas, except in the dumpster. Do not place garbage outside of the dumpster and please break down boxes. If dumpster is full, please wait until it is emptied to deposit trash. Our garbage pick-up days are: Monday, Wednesday, Friday, and Saturday.
14. **HAZARDOUS MATERIALS:** For reasons of personal and property safety, no premises may be used for unlawful activities, nor will any flammable, explosive, hazardous waste, polluting, perishable or restricted materials be stored on the premises.
15. **NOISE:** Hillcrest is apartment-style living, with neighbors above, below and to the sides. Courteous consideration for others makes living in close proximity bearable. Residents may not cause a nuisance to others including but is not limited to the creation of noise and noise producing activities including car repair. All stereos, televisions, and similar devices must be used in a reasonable manner so as not to disturb other residents, and must be used so as not to be heard outside of the unit after 10:00 pm and before 7:00 am.
16. **SECURITY:** Hillcrest is a security building which requires all unit owners/tenants to open the main doors with a key. All guests must contact whomever they are visiting to be allowed in. To protect the security of the building make sure the main doors are closed securely after you enter or exit the building. Do not allow in anyone who buzzed your unit and you do not know who they are.
17. **ALARMS:** No horns, whistles, bells or similar devices, except security devices, may be installed within a unit. If a security device is installed, please notify the Anchorage Police Department. Vehicle alarms must be monitored at all times. Unattended, secured vehicles which go into alarm mode will be silenced and/or towed at the owners expense without notice.
18. **PETS:** Pets are not allowed in common areas and may not be tethered outside the unit. No dogs are permitted to be kept on the premises. Cats, fish and birds are allowed. Birds and cats are limited to two per unit. Provisions of the Anchorage Municipal Code regarding Animal control apply to the Hillcrest premises.
19. **LAUNDRY ROOMS:** Laundry room and equipment is provided for the use of Hillcrest residents only. Please help keep the room neat and clean and remove your laundry promptly after use.
20. **SAUNA:** A sauna room is provided for the resident of Hillcrest. Please remove personal effects from the sauna area after use. The sauna is to be kept locked when not in use.
21. **OWNER RESPONSIBILITY FOR DAMAGES:** Any damage (oil drippings from vehicles, etc) caused by the unit owner, or the owner's family, tenants, guests or invitee will be the responsibility of the unit owner. Common areas repairs will be made by the Association where necessary and the cost will be assessed to the unit owner.
22. **TENANTS:** All lease agreements will be in writing. The lease must contain a provision signed by the tenant which states that failure to comply in all respects with the provisions of the House Rules shall be a default under the terms of the lease. A copy of the House Rules shall be delivered to all

tenants by their landlords. All unit owner shall provide a completed, signed copy of the attached form "Tenant Agreement to Abide by Hillcrest Condominiums House Rules" To the Board of Directors for review and it will then be forwarded to the management agent.

23. **GENERAL ENFORCEMENT:** If a violation of these House Rules is noted, a Letter of Concern will be sent to the violating owner, giving him ten (10) days to correct the violation. If the violation is uncorrected after ten (10) days, a Notice of Violation will be sent by certified mail to the owner giving the owner an additional ten (10) days to correct the violation. If the violation remains uncorrected after this additional ten (10) day period, then a notice of assessment will be sent via certified mail to the violating owner assessing him \$100.00 per month from the date of violation until the violation is corrected. This assessment together with interest thereon, shall be a continuing lien upon the violation owner's Hillcrest property.

If an owner is in repeated violation of a section of the House Rules for which he has been previously noticed, the Board of Directors may waive the Letter of Concern and Notice of Violation and issue an expedited Notice of Assessment.

24. **HEARING BEFORE THE BOARD:** Upon receipt of the Notice of Violation, (or receipt of an expedited Notice of Assessment as described in the paragraph above), an owner may, within ten (10) days of the Notice of Violation, request a hearing before the Board of Directors of Hillcrest Condominiums. The request for the hearing shall be in writing. The hearing shall be held at a location to be determined by the Board and shall be scheduled no less than five (5) days nor more than fifteen (15) days after the date of the request for a hearing is received. The decision of the Hillcrest Board of Directors will be final.

25. **OTHER ENFORCEMENT:** If the above described enforcement action fails to correct a violation or if an owner is in chronic violation or if the violation is of a nature to cause serious concern to the Board of Directors, the Condominium association through its Board of directors may use other means consistent with its Declarations of Covenants, Conditions and Restrictions, By-Laws, and Federal and Alaska State and Anchorage Municipality Law to enforce its house rules. The cost of pursuing enforcement action, to include reasonable Attorney's fees shall be borne by the violating owner.

26. **CHANGES:** Changes to these rules or other rules may be adopted as required by the Hillcrest Condominium Association.

Adopted: _____ Effective: _____

President _____ Vice-Pres. _____

Sec-Treas. _____ Member _____

TENANT AGREEMENT TO ABIDE BY
HILLCREST CONDOMINIUMS' HOUSE RULES

LANDLORD _____

LANDLORD MAILING ADDRESS _____

UNIT ADDRESS _____

LANDLORD PHONE #S HM: _____ HIS WK _____ HER WK _____

TENANTS NAME(S) _____

TENANT MAILING ADDRESS _____

TENANT PH #S: HM _____ HIS WK _____ HER WK _____

OF PEOPLE RESIDING IN THE UNIT _____

TERM OF THE LEASE: BEGINNING _____ ENDING _____

THE LANDLORD HAS PROVIDED TO AND THE TENANT HAS RECEIVED A COPY OF THE HOUSE RULES FOR HILLCREST CONDOMINIUMS. THE TENANT HAS READ AND UNDERSTANDS THE RULES, AND UNDERSTANDS THAT THE HOUSE RULES ARE INCORPORATED INTO THE LEASE, SO THAT A VIOLATION OF THE HOUSE RULES IS ALSO A VIOLATION OF THE LEASE.

THE TENANT ALSO UNDERSTANDS THE REQUIREMENTS FOR NOISE CONTROL, GARBAGE DISPOSAL, STORAGE, PARKING, AND PETS (ALLOWABLE AND CONTROL).

LANDLORD

DATE: ____/____/____

TENANT

DATE: ____/____/____