

# FOXTREE CONDOMINIUM ASSOCIATION

## HOUSE RULES

**Effective Date: May 1, 2023**

The Board of Foxtree Condominium Association shares the concern and desire of Homeowners to maintain a high-quality living standard within our complex and to protect our property investment. To meet these goals, the board adopted the following rules. It is the responsibility of each unit owner to be familiar with the Declaration and Rules and to ensure that all unit occupants follow the association rules as well. **Ultimately, owners are responsible for the actions of all unit occupants (e.g., family members, roommates, guests, tenants).** All leases must condition tenancy upon compliance with the governing documents.

### **Unit Maintenance and Remodeling**

1. All owners shall maintain their units in good order and condition to the satisfaction of the board including all fixtures, doors, windows, internal installations (internal pipes/wires), and “separately metered” utilities from the meter downstream. Each unit owner shall ensure the Limited Common Areas assigned to the unit (exterior decks, garage space and storage area) are clean and safe.
2. Unit owners’ maintenance obligations do not change even if a “common element” is involved in a loss, or the loss originates from a common area (leaking roof, backed up pipe, etc.). Owners are encouraged to obtain individual insurance for personal contents and liability. The master policy has a large deductible that the individual homeowner would have to pay. That deductible would not be funded by the association.
3. Exterior alterations, including doors and windows require pre-approval from the board. Contact Snow’s Management for an Alteration Request Form, complete it, and return it to Snow’s before starting the work. The Board reserves the right to further action including requests for replacement of non-compliant window/door replacement. If not corrected, further non-compliance may result in fines being issued. Other additions or modifications to common areas or to the building exterior (including doors attachments and signage) are prohibited without written approval of the Board.
4. Structural alterations and wiring modifications by unlicensed individuals are prohibited. Unit owners are encouraged to use licensed, bonded and insured contractors for all repairs performed within their units. If improper work results in damage to another unit or to common areas, unit owners will have recourse against the contractor.
5. Fireplace chimneys and dryer vent cleaning is the responsibility of the unit owner. The board may insist upon periodic professional verification.
6. Unit owners may install a white screen door with closure to prevent banging, which may remain in place subject to reasonable maintenance requirements and at the discretion of the board. The board may require, at the individual owner’s expense, the removal of an unsightly door or a door that falls into disrepair.

7. Unit owners are liable to the association for common area damage (including the lawn, buildings, garage areas, garage door rails) caused by negligence of the unit owner or other occupants, tenants, guests, and pets.

### **Use Restrictions**

8. Units are restricted to single family residential use. Professional and administrative occupations may only be carried out within units if the activity is not externally evident.
9. Exterior locations may not be used for storage except as expressly permitted by these rules.
10. Only customary curtains, shades, or draperies, and blinds, are allowed to be used as window coverings. Foil, newspaper, blankets, and so on are prohibited. Window coverings visible from the exterior shall be white or have white lining. All window coverings shall be maintained in good condition.
11. The use of exterior decks is limited to normal recreational uses only. Except for patio furniture and decorative plants (both during summer months only) and decorative lights (subject to board approval), nothing shall be placed on or hung from the decks that is visible from the street, common elements, or other units.
12. Propane, firewood, and other combustibles shall not be stored on decks or within 10 feet of combustible building surfaces.
13. Barbecues and open flame cooking devices shall not be used on the decks or within 10 feet of combustible building surfaces.
14. Birdfeeders must be maintained to not discard seed or other food onto grounds to avoid attracting rodents, pests, bears or other animals.
15. Garbage is collected on Wednesday morning. Trash for disposal shall be placed in a sealed bag and into the Alaska Waste container. Cans must be marked with the unit number. Cans may be placed outside no earlier than Tuesday at 6:00 pm and returned to the garage by Wednesday at 10:00 pm. Cans are to be kept in the garage between garbage pick-ups. Garbage may not be left in cans for multiple weeks without collection. Green Alaska Waste containers are the property of the association and shall be left in the garage when an occupant vacates the unit.
16. Exterior electrical outlets may be used for minor intermittent purposes only; use for freezers, appliances, block heaters, providing external power to a vehicle, or electric car charging is prohibited.
17. Vehicles may not be used as a residence or sleeping area.

### **Pets**

18. Except for fish, a maximum of two (2) domestic pets (caged birds, cats, and dogs) per unit are permitted. This rule imposes an aggregate limit of two domestic pets and not two pets within each category.
19. Pets may not be a nuisance to others. A pet recreating outside a unit must always be attended to and restrained. Animals may not be tied out in common areas or left alone on decks under any circumstances. In addition to these rules, Municipal Animal Control Regulations are also in effect and will be strictly enforced.

20. Pets (including cats) may not play or run free without a leash in common areas, including lawns, stairs, driveways, garages, or the parking lot.
21. Pets must be taken OFF the common elements to “relieve” themselves, as urination causes acid burns in the lawn and/or unsightly snow discoloration. Feces shall be immediately picked up and disposed of in a sanitary fashion to avoid creating health hazards. Waste bags may not be left anywhere but in a garbage can, even for a moment.
22. Residents shall file a complaint with the Municipality and forward a copy to the Association if a domestic pet or other animal causes injury to a person.
23. Costs resulting from damage or injury caused by a pet may be assessed against the owner’s unit.
24. Unit owners/pet owners may be fined and/or required to remove pets from the unit for failure to observe the above rules.

### **Leasing of Units**

25. Per the Declaration, no unit shall be leased or rented for fewer than 30 days.
26. For security reasons, owners are required to keep the association manager informed of the identity of all unit occupants. A unit owner who rents, leases or otherwise permits another party to occupy their unit shall provide the occupant’s name(s), mailing address, and home and work telephone numbers, along with pet/vehicle information and the rental property manager’s contact information. Unit owners are responsible for keeping a tenant’s contact information updated with Snow’s Management. Unit owners are responsible for providing a copy of the House Rules to all renters/occupants. Leases must require compliance with the Declaration and the House Rules as a condition of occupancy. The attached Tenant Registration and Lease Addendum forms must be signed and submitted to Snow’s Management within ten (10) days of rental occupancy or signing of a rental agreement, whichever is earlier.
27. Unit owners are responsible for the actions of their occupants, tenants, and guests. If violations occur, unit owners will be notified, and they are expected to ensure the compliance of the rules. Fines, if necessary, will be levied against the unit owner, rather than a tenant or a guest.

### **Vehicles/Parking/Garages**

28. Unit occupants are entitled to park a maximum of two “occupant” vehicles on the property, using the assigned garage space as the “primary” parking location and one outside parking space. An “occupant” vehicle is any vehicle registered to an owner or legal occupant. A vehicle is any motorized transportation device including but not limited to cars, trucks, motorcycles, and recreational vehicles.
29. No one shall park in the same outdoor space for more than 7 days, except for extenuating circumstances and with advance permission from the board (obtained by contacting Snow’s Management). “Re-parking” in the same location without relocating a vehicle for at least 24 hours may not be used to circumvent time limitations, and a “re-parked” vehicle shall be considered continuously parked in that same location.

30. Visitors/guests (not driving an occupant vehicle) may temporarily occupy an outside parking space for no more than 36 hours.
31. Vehicles must be parked entirely within a single designated space and “squared off” with boundaries that do not obstruct access to adjoining spaces, garages, fire lanes, etc. Vehicles may not be parked (even partially) on lawn areas or in any location not specifically designated as a parking spot. Tandem (front to back double) parking is not allowed.
32. Only occupant vehicles may be parked in the garages. Other storage as permitted by these rules shall not obstruct the ability to safely park a vehicle in the garage.
33. Garage doors (both automatic and stairwell doors) must always be closed unless the door is under the direct supervision of a unit owner or occupant.
34. Cars shall not idle in a garage at any time.
35. A vehicle in a garage must be legally registered and licensed to a unit owner or occupant, and it must be maintained in good working order.
36. Only unit owners and occupants are allowed access to the garages, except that guests may physically accompany unit owners and occupants in the garages. Access by authorized occupants is only for purposes of prompt direct ingress/egress to access vehicles or allowed storage items. Loitering, playing, or opening doors except as needed for immediate use is prohibited.
37. Each unit is assigned a storage closet in their respective garage. Highly flammable items such as gas, propane, oil paints, solvents, etc., may not be stored anywhere on the property. No items may be stored along the sides of parking stalls, on storage unit walls, or under stairwells.
38. The large green Alaska Waste containers may be stored between uses in the indented areas at the back and in the center of the garages (where bulletin boards are located). Alaska Waste containers should be stored to give drivers easy parking spot access and egress.
39. Bicycles may be stored out of sight on decks, inside an assigned storage closet, or in front of an assigned parking space in the garage. Subject to board approval, other items may be stored neatly in front of an assigned parking space and shall not project more than 18 inches into the parking space.
40. Inoperable or junk vehicles that are not in good working condition shall not be parked or left anywhere within property boundaries or adjacent streets. Vehicles with leaking fluids, expired tags, flat tires, broken glass, or missing parts are considered inoperable. All oil leaks shall be promptly corrected. Owners may be charged cleaning cost associated with removing oil/fluid stains from the parking areas.
41. Tire changes are allowed within garages. Other vehicle repairs and maintenance tasks such as oil changes are prohibited on the property.
42. Unit owners and occupants may park recreational vehicles (RVs), such as trailers, snowmobiles, motor homes, motorcycles, and campers on the property from April 1 through September 30, provided the vehicle fits within a single designated parking spot without obstructing others. RVs may not be parked in the same outdoor space for more than 7 days, except for extenuating circumstances, and with advance permission from the board (obtained by contacting Snow’s Management). “Re-parking” in the same location without relocating a vehicle for at

- least 24 hours may not be used to circumvent time limitations, and a “re-parked” vehicle shall be considered continuously parked in that same location.
- 43. Large vehicles, such as commercial vehicles, heavy equipment, maintenance, or moving trucks may be parked on the property without obstructing others while being used.
  - 44. The speed limit within the association driveway and parking areas is 5 mph.

### **Lawns and Common Elements**

- 45. Bikes shall stay on paved areas of the property. Toys and other recreational items shall be stored when not in use under proper supervision.
- 46. Littering (including **cigarette butts**) is strictly prohibited.
- 47. Obstructing common areas is strictly prohibited.
- 48. No attached external antennas, satellite dishes, and so on shall be visible from the exterior of the building.

### **Noise/Nuisance**

- 49. Everyone is entitled to peace and quiet within their homes. This includes, but is not limited to, noise and noise-producing activities.
- 50. Radios, musical instruments, stereos, televisions, and similar entertainment devices inside units shall be used in a reasonable manner with volume such that the noise cannot be heard in adjoining units.
- 51. Drivers shall take extreme care to minimize noise when driving on the property. Music playing within vehicles on the property shall be kept at a volume where sound is not heard outside of the vehicle. Vehicles may not be revved on the property.
- 52. Designated quiet hours are between **10:00 pm and 6:00 am each day**, as most occupants sleep during these times. Occupants with vibrant health or different schedules are still expected to implement “stealth mode” during quiet hours, recognizing sound carries and will be disturbing to most neighbors.
- 53. Noise from indoor activities such as vacuum cleaners, washing machines, clothes dryers and other appliances, as well as outdoor noise coming from parking lots, footsteps, outdoor conversations, door slamming, and so on shall be prohibited or strictly minimized during quiet hours. A violation exists whenever any of these activities may be heard by others while inside their unit during quiet hours.
- 54. Smoking (marijuana, tobacco, vaping, etc.) is permitted only inside units and on decks and must be accomplished in a manner that prevents odor from permeating where it can be detected in common areas or other units.

### **Miscellaneous**

- 55. In the case of a bona fide emergency, the Board of Directors or association manager may authorize entry to a unit when the unit or any part of the property is threatened, regardless of whether the unit owner or occupant is present. Emergencies include but are not limited to broken pipes, fire, roof leaks, etc.

56. Advertisements, posters or signs/flyers may not be displayed except with written approval of the Board of Directors of the Association; however, the restriction shall not apply to any single sign of a reasonable size placed in the window (not fastened to the building exterior) which states the unit is for sale or rent.
57. Owners must update their contact information with Snow's Management within ten days of any change. Contact information includes telephone numbers, e-mail addresses, and emergency contact information.

### **Fine Schedule/Procedure**

The above rules, in addition to provisions of the declaration and bylaws, will be enforced with **minimum** fines of \$50.00 per violation. At the discretion of the association manager or board of directors, minor "first offenses" may result in a warning before imposition of fines. 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). Ongoing, recurring or intentional violations will result in progressively severe fines which will be levied at the discretion of the board.

In addition to its other enforcement remedies, the board may institute legal proceedings or correct violations (i.e., repairs, restoration, vehicle towing, etc.), charging all associated costs back to the offending owner as additional fines. If the association retains legal counsel to enforce House Rules, Declaration or Bylaw provisions, all legal costs may also be charged as part of these associated costs.

Notice of proposed fines shall be delivered to the unit owner by first class mail sent to the owner's address listed in association records or by email (in situations where the owner has previously communicated electronically or provided an email address to the association). Hand delivery to the unit shall be an acceptable alternate form of notice. For bookkeeping purposes, proposed fines shall be tentatively assessed as additional homeowner dues immediately following the notice and will become final ten days thereafter (unless the owner requests a hearing within ten days, in which case a final decision on the fine shall not be made until the hearing occurs). If a timely hearing request is received, a hearing will normally be set in conjunction with the next regularly scheduled board meeting. No fine shall become final until the hearing occurs (or the deadline to request a hearing passes). Fines will be levied to ensure compliance with association rules and regulations, rather than to raise revenue.

## Tenant/Occupant Registration

Unit No. \_\_\_\_\_ Address: \_\_\_\_\_

Tenant/Occupant's Name \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Name(s) of every other person residing in Unit (include ages of minors):  
\_\_\_\_\_

List and describe all pets, including type, breed, name, and description:  
\_\_\_\_\_

Tenant/Occupant Vehicles:

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ License \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ License \_\_\_\_\_

Owner/Manager's Name \_\_\_\_\_

Owner's/address: \_\_\_\_\_

Owner's phone number \_\_\_\_\_ Alt phone number \_\_\_\_\_

Landlord hereby certifies that the Tenant has been provided a copy of the Rules and that the rental agreement requires compliance with the rules. The tenant acknowledges receiving a copy of the Rules and agrees compliance with same (including any amendments uniformly passed for the entire complex) is a condition of occupancy. This commitment shall supersede any conflicting language in the rental agreement. Tenant has assisted Landlord in completing this Registration form, which is also a rule requirement.

\_\_\_\_\_  
(Signature of Landlord)

\_\_\_\_\_  
(Signature of Tenant/Occupant)

\_\_\_\_\_  
(Signature of Co-Tenant)

58. Return to: Snow's Management, Inc., 2701 Fairbanks Street, Suite A, Anchorage, AK 99503 (or email to [info@SnowsManagementAK.com](mailto:info@SnowsManagementAK.com))

# FOXTREE CONDO ASSOCIATION

## DOOR & WINDOW REPLACEMENT REQUIREMENTS

Under the Foxtree Condominium Declarations, the Board of Directors has the responsibility to adopt and publish rules governing the use of common areas of the Association. As such, exterior walls and windows and their appearance are considered common areas. In order to keep a consistent and conforming appearance, and to keep the association looking nice, ALL replacement windows installed at Foxtree must be consistent in size, shape, appearance, ratio, and exterior trim color to what currently exists on neighboring units. Bedroom windows are covered under current municipal building codes. Alterations to any exterior wall require board approval prior to work commencing. Alterations to the roof are strictly prohibited. ALL Owners should adhere to the following when considering replacement windows or altering for any reason any exterior wall.

- **APPROVAL** – All window projects, exterior alterations (including exterior wall penetrations) and gas pipe repair/modifications must be approved by the association (in addition to any permitting or approval required by the Municipality of Anchorage) **BEFORE** work on the project begins. Written proposals, along with the request form, must be sent to Snows Management for forwarding to the Foxtree Condo Association Board of Directors for review and approval. **Changes to opening sizes, glass coloration or window “grids” are prohibited.**
- **REQUEST FORM** – A signed/dated request form (*see attached*) to alter or replace any window(s) or to make alterations, which acknowledges your understanding of the provisions herein, **must be submitted** along with the written proposal or bid. The form is PDF fillable and may be submitted electronically by email or signed in ink and submitted on paper.
- **KITCHEN** – It is preferred the kitchen window be a casement window opening to the side consistent with other kitchen windows in the complex. Double hung windows may be considered by the Board when requested. Alterations to the roof are strictly prohibited. If you want to vent your stove to the outside, you will need to vent it through a side wall (after approval), and ensuring no studs are cut from wall.
- **SIZE/RATIO** – Bedroom windows must comply with Municipality of Anchorage egress window requirements, in addition to having association approval. To be consistent with surrounding units, crank open windows which open to the side are preferred, but if a crank open window does not open far enough to provide the required evacuation area, horizontal sliding windows will be allowed. The ratio between the main bedroom window and the one that opens must be as consistent to the original size as possible to when the buildings were constructed (which is approximately a 2:1 ratio). Living room windows must also match in size and ratio to the originally constructed windows in order to match other units.
- **EXTERIOR FRAME PAINT** – The frame color of new windows must match as closely as possible to the existing color of the wood trim on all other units. If the exterior trim cannot be ordered to closely match surrounding units, the owner is **required** to take on the responsibility of having the exterior trim painted to match as closely as possible to the surrounding units (e.g., no black or white frames on windows are allowed, they must be painted). It is understood that there are different shades of brown, however, color matching with computers is easily accomplished when buying paint. Owners will be expected to comply with frame color to match as close as possible and agree if paint is needed it will be completed within 4-6 weeks of install of the windows, weather permitting, or as soon as practical.
- **STRUCTURAL CHANGES** – Alterations requiring minor structural changes e.g., cutting into the wall for venting a stove or furnace, may be allowed with prior board approval. More substantial modifications that will alter the consistent and conforming exterior appearance, larger windows for example, **WILL NOT** be allowed.
- **FRONT DOOR / SCREENS** – Screens are allowed on windows and sliding glass door; screen frames on these must be brown. Front doors are required to be painted white. Screen doors attached to the front door must also be painted white.



# FOXTREE CONDO ASSOCIATION WINDOW & DOOR REPLACEMENT REQUEST FORM

I \_\_\_\_\_ (name), homeowner of Foxtree Condo Association Building & Unit # \_\_\_\_\_ submit this request to replace the following identified windows in my unit (*please check all that apply*), to add venting, to modify gas piping, or to make other alterations, **along with the written proposal or bid for the project**, to the Foxtree Condo Association Board of Directors through Snows Management:

_____ Master Bedroom	_____ Sliding Glass Door in living room
_____ Kitchen	_____ Front Door
_____ Guest Bedroom	_____ Venting Request
_____ Living Room ( <i>only if existing</i> )	_____ Other (please specify): _____

By placing a check mark in each box below I am indicating that I understand that each of the guidelines set out below must be adhered to (*please read and check each box; pdf fillable requires you to click each box*):

- ☐ I understand that approval must be granted by the Board of Directors (in addition to any required building permits or governmental approval) before work begins on the project.
- ☐ I understand the preferred window for the kitchen is a casement window which opens to the side to match surrounding units. The Board will consider double hung window when requested. I understand front door replacement requires approval, a front door screen by itself does not require approval.
- ☐ I understand both bedroom windows, and living room windows if replaced, must conform in pane size and ratio to the windows that were installed when the buildings were constructed in 1984. Bedroom windows are required to comply with existing building codes for escapement.
- ☐ I understand that substantial modifications that will alter the consistent and conforming exterior appearance, e.g., larger windows or glass coloration/grid/decorative patterns WILL NOT be allowed.
- ☐ I understand the paint or frame color of any exterior window frame must match as closely as possible to the trim color of the painted wood on surrounding units in the complex. I also understand that if I am not able to order frames that are as close as possible in color, I am fully responsible to have those frames painted to match surrounding units, and they will be painted within 4-6 weeks of the completion of the install, weather permitting. I understand the front door and front screen door must be white.
- ☐ I understand my proposal (and finished work) must document proper flashing/caulking/weatherization for any exterior penetrations (proper window flashing/caulking, spray foam insulation, "drip loop" to prevent rainwater from following wire penetration into wall cavity, etc.)
- ☐ I understand if these requirements are not complied with, the Board reserves the right to further action including requests for replacement of non-compliant window/door and/or request to be painted. If not corrected, further non-compliance may result in fines being issued.

I attest that the proposal submitted meets all HOA requirements:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
*digital signature accepted*

## For Office Use Only:

THE HOMEOWNER HAS SUBMITTED A DOOR/WINDOW REPLACEMENT PROPOSAL, AND APPROVAL FORM: \_\_\_\_ Y \_\_\_\_ N

**BOARD APPROVAL GIVEN:** \_\_\_\_\_  
(date of email/ notes; - **OR** - signature and date of Board Member)