

HAMPTON PLACE II CONDOMINIUMS ASSOCIATION HOMEOWNERS HOUSE RULES

Updated: September 22, 2005

It is the responsibility of each owner and resident to be familiar with the Declaration of Covenants, Bylaws, and House Rules (collectively the “governing documents”) of Hampton Place II Condominium Association. The Board of Directors has the authority to adopt and enforce such additional rules, as it may deem necessary or advisable, to amend them, and to impose reasonable fines, penalties or legal action upon owners for violations. Owners are responsible for actions of their guests and occupants, and all leases must condition tenancy upon compliance with the governing documents.

Maintenance

1. Owners shall keep the exterior of their units maintained in good order and condition. Private yards are to be trimmed and weed free. Flower boxes, bordered areas, and areas inside boardwalks, i.e., between the boardwalk and garage, and immediately adjacent to the building are considered “private yards”.
2. Additions or modifications (including painting) to the common area or exterior of buildings, e.g., decks, walkways, doors, and windows, are not permitted without written approval of the Board of Directors.
3. Structural alterations and home-done wiring are not allowed. Owners are encouraged to use licensed, bonded and insured contractors for repairs performed within their units. If improper work results in damage to another unit or to the common areas, owners will then have recourse against the contractor.
4. Owners shall replace burned out light bulbs in the light sensitive fixtures within 72 hours.
5. Owners must immediately notify the association manager when the sump pump alarm is activated. The alarm (light or noise activated) notifies the occupant that the sump pump is malfunctioning. If the alarm is disconnected, the owner will be responsible for any water damage to the building caused by a malfunctioning sump pump.

Use Restrictions

6. Professional and administrative occupations may only be carried on within units as long as the activity is not externally evident. No commercial activity is allowed in common or limited areas.
7. No unlawful use shall be made of any part of the project. No firearms may be used on the property.
8. The exteriors of the units are not to be used for storage.
9. The use of exterior decks is limited only to normal recreational uses. No storage is permitted except for small quantities of wood storage. In no case may an owner put more weight on a deck than it be able to support. Unit owners are responsible for maintenance of exterior decks. Replacing, constructing, or modifying requires prior written approval from the Board of Directors.

2000 International Fire Code, Section 307.5, Open Flame Cooking Devices: Charcoal grills and propane type grills shall not be used on the deck or near combustible materials. The grills are to be taken at least 10 feet from the building before using them. Fines of up to \$300.00 may be assessed to you personally per usage.

On November 3, 2004 State Farm Insurance Company mandated that the Association follow the required recommendation. **“Establish and post a policy prohibiting the use or storage of charcoal or gas grills on balconies, decks, or porches or other combustible surfaces to reduce the chance of fire or bodily injury”. This policy must be strictly enforced.**

10. Explosives or illegal products may NOT be kept on the premises.
11. Cats, dogs, and birds are limited to two each per unit. Pets may not cause a nuisance to others. All pet owners must utilize “pooper scoopers” when allowing pets to “relieve” themselves in and on the properties. Waste must be disposed of immediately. Any pet outside of a unit on common areas shall be attended and restrained at all times. The Municipal Animal Regulations are in effect in the project at all times and will be strictly enforced. Owners may be fined or be requested to remove their pets for failure to observe the above animal control rules. This includes lawn repairs caused by pet overuse including but not limited to digging and urinating.
12. No noxious or offensive activities (including, but not limited to, the repair of vehicles) shall be carried on within the project.

Leasing of Units

13. A unit owner who rents or leases the unit to another party shall report to the association manager within 10 days of rental occupancy or signing of a rental agreement, whichever is earlier, the renter's name, mailing address, and home/work number. The unit owner must provide a copy of the House Rules to all renters. Leases must require compliance with the Declaration of Covenants, Bylaws, and House Rules as a condition of occupancy. The attached verification sheet is to be signed and sent to the association manager.
14. Each unit owner should be aware that they are responsible for the actions of their renters. Unit owners will be notified of violations and will be expected to ensure compliance of occupants and guests. Fines, if necessary, will be levied against the unit owner, rather than the tenant.
15. Each unit owner must have a current confidential "means of contact" on file with the association manager. Information is held in strict confidence, but is necessary in the event of an emergency involving the unit. Information must be updated each year at the same time of the annual meeting.

Parking and Common Areas

16. Trailers, boats, snowmobiles, motor homes, campers, and other large vehicles may not be parked in driveways for more than 72 hours without approval of the Board of Directors. All vehicles must park within a single parking space without causing any obstruction or the blocking of access to adjoining parking spaces.
17. Inoperable vehicles shall not be parked or left in common area or driveways. Vehicles with expired tags are considered inoperable.
18. Each unit owner shall be liable to the Association for any damages to the common areas or any equipment thereon which may be sustained by reason of the negligence of said unit owner or of the owner's guests, invitee or tenants.
19. Common areas and lots may not be obstructed or littered. Recreational equipment used on common areas must be removed immediately after every use, e.g., volleyball, croquet, basketball, etc.
20. Parking in the circle at buildings 1-3 is restricted to the north and south sides. Vehicles must observe normal parking rules to avoid obstructing view for drivers exiting the circle. Vehicles may not be parked in this area for more than 72 hours. Failure to remove any vehicle may result in the towing away of the vehicle at the owners expense.

Miscellaneous

21. In the case of a bona fide emergency, the Board of Directors or association manager can authorize entry to a unit or any part of the project that is threatened, regardless of whether or not the unit owner or occupant is present. Emergencies include, but are not limited to broken pipes, fire, roof leaks, etc.
22. Residents may not cause a nuisance to others. This includes, but is not limited to noise and noise-producing activities. Quiet time is to be respected between the hours of 10:00 p.m. and 8:00 a.m.
23. All residents are required to have individual refuse service or take their refuse to the landfill. Under no circumstances are residents to place trash with their neighbor's trash. Trash pick-up is on Wednesday. Trash cans or trash bags may be placed outside the unit Tuesday evening and trashcans are to be brought in no later than Wednesday evening.
24. Advertisements, posters or signs may not be displayed except with written approval of the Board of Directors, provided, however, that the restriction shall not apply to any single sign of a reasonable size, which states the unit is for sale or rent.
25. Windows are not to be covered with foil, newspapers, or other unacceptable window covering.
26. Planters/pots used for summer plants/flowers need to be removed from deck areas at the end of the summer season.
27. Each unit owner shall be free to fence the yard area, provided that the Board of Directors have approved the quality, design and color scheme prior to construction in accordance with the Declarations.

Fine Schedule/Procedure

The above rules, in addition to provisions of the Declaration of Covenants and bylaws, will be enforced with **minimum** fines of \$25.00 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 that 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 fines, which may be levied, the board may institute legal proceedings or correct violations (i.e., repairs, replacement, restoration, vehicle towing, etc.) charging all associated costs back to the offending owner as additional assessments. If the Association must retain legal counsel to enforce House Rules, Declaration of Covenants, and Bylaws, legal costs may be assessed against the owner as additional fines.

Notice of fines shall be delivered to the unit owner by first class mail sent to the owner's address listed in the Association records. Hand delivery to the unit shall be an acceptable alternate form of notice. Fines shall be tentatively assessed as additional homeowner dues immediately following the infraction, and will become final unless appealed to the Board of Directors within 30 days thereafter. Unit owners may address the Board of Directors during the next regularly scheduled meeting to appeal any fine, provided the unit owner files a written notice of appeal with the association manager within 30 days after the fine is levied. Fines will be levied to ensure compliance with Association Declaration of Covenants, Bylaws and House Rules not to raise revenue.

HAMPTON PLACE II CONDOMINIUM ASSOCIATION
Board of Directors Resolution

Directors: Sarah Williams, President
Joyce S Lucas, Vice-President
Roland Elledge, Secretary/Treasure
Bob Stevens, Nonvoting member
Becky Townsend, Nonvoting member

Resolution: The Board resolves to restrict the paving of common areas beyond that existing on August 20, 1998 this date. The Board finds the resolution necessary to protect and preserve the remaining common area. One of the attractive features of Hampton Place II is the amount of common lawn.

Background: Prior to 1993 several units paved additional common area to widen the original driveway. The units with an extended driveway are located in four of the 11 buildings:

Building 4: one (total length)
Building 5: one (total length); one (an apron)
Building 6: one (apron)
Building 10: one (total length); two (connected to make a "mini" parking lot)

Since 1993 the Board denied two requests for additional paving ~ one in 1997 and one in 1998. In Building 2 a unit owner, at the owner's expense, paved an area diagonal to the original driveway without Board approval. The Board asked the owner to remove the asphalt and restore the area.

Condominium Association
Confidential Rental Information Sheet

Please return to:
Snow's Management, Inc.
200 W. 34th Avenue, #966
Anchorage, Alaska 99503

Fax # 563-8313

Renter Information

Unit Address: _____

Renter's Name: _____

Home Telephone: () _____

Renter's
Mailing Street _____
Address _____

Work Telephone: () _____

() _____

City State Zip

Emergency
Contact _____

Home Telephone: () _____

Contact's
Mailing Street _____
Address _____

Work Telephone: () _____

() _____

City State Zip

If Military, CO's name and phone number: _____

Vehicles:

Make Model License Plate #

Make Model License Plate #

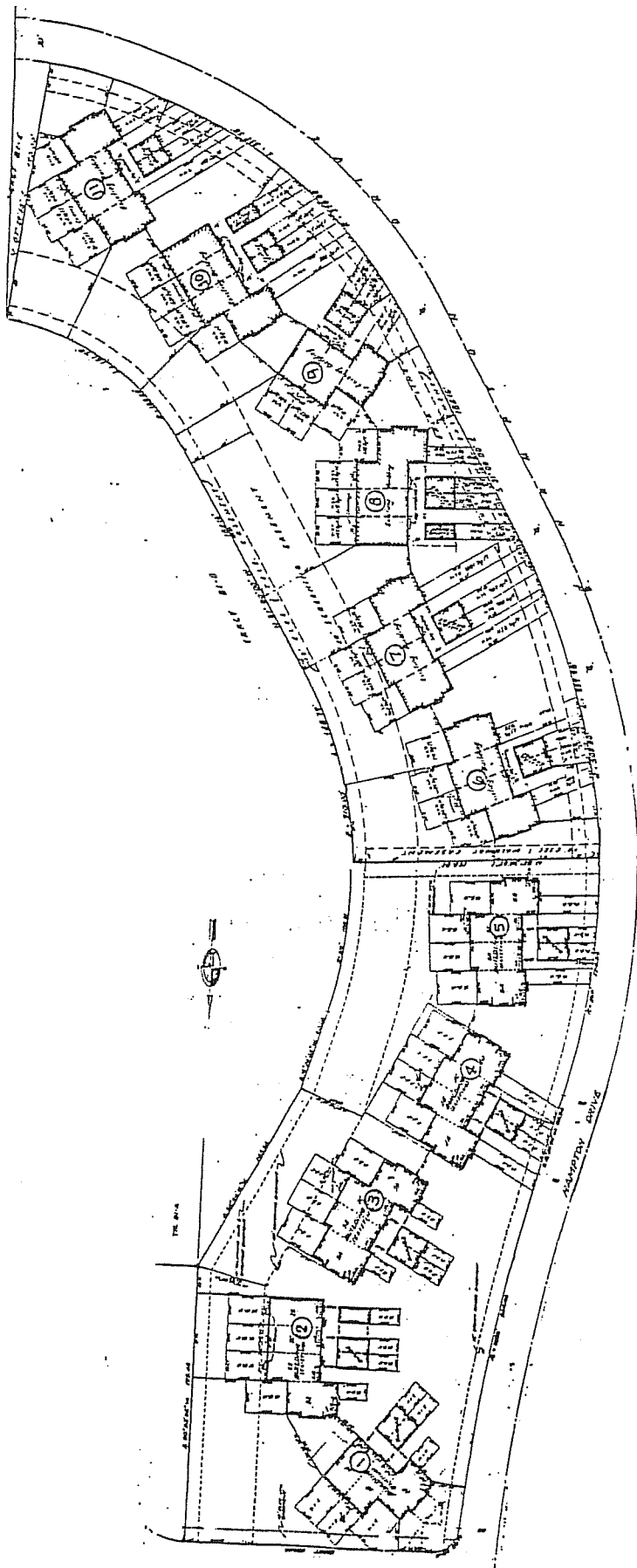
Make Model License Plate #

Make Model License Plate #

I/we have received and read the rules and regulations governing the Hampton Place II Condominium Association. I/we also agree to abide by said rules and regulations and understand that fines may be assessed for violations of the governing documents of the Association.

Signature

Date



HAMPTON PLACE II CONDOMINIUMS
Anchorage, Alaska.