

Nob Hill Condominium Association

House Rules

Revised: September 16th, 2021

The Board of Directors of the Nob Hill Condominium Association share the concerns of the homeowners for the livability of our complex and the protection of our property investment. Towards these ends, we adopt the following house rules with fines and/or penalties for noncompliance. The sole intent is to provide a fair, equitable and nondiscriminatory enforcement policy for maintaining the quality of living which led each of us to purchase homes in Nob Hill.

GENERAL

1. It is the responsibility of each owner and resident to be familiar with the Declarations, Bylaws and House Rules (collectively the “governing documents”) of the Nob Hill Condominium Association. The Board of Directors has the authority (1) to adopt and enforce such additional rules as it may deem necessary or advisable, (2) to amend same and (3) to impose reasonable fines, penalties or legal action upon the owner for violations.
2. The Board of Directors or Managing Agent may authorize entry to a Unit in EMERGENCIES where the Unit or any part of the project is threatened, whether or not the Unit owner or occupant is present at the time.
3. All “B” man doors at the garage level in Nob Hill will be specially keyed with the same master “Do Not Duplicate” key so that the Nob Hill Board of Directors and Snow’s Management will have access to the garage areas for emergencies, garage door repairs, general inspection, and inspection/recharge of fire extinguishers. Each B owner will have their own non-master key which will open only their garage man door. Owners who change these locks will have to change them back at their own expense or Nob Hill Condominium Association will change them back and bill the owner.
4. The Association is not responsible for damages, under any circumstances, to personal effects located within the Unit, including garage area and storage room.
5. If an owner or tenant modifies or removes common system equipment, the owner will be liable for corrective work to restore the system to functionality.
6. Repairs and adjustments of the following items are to be done by authorized personnel only: CARBON MONOXIDE SYSTEM, GARAGE DOORS, COMMON AREA ELECTRICAL, and COMMON AREA PLUMBING. All malfunctions are to be reported immediately to a Board Member or the Managing Agent. Please – DO NOT ATTEMPT UNAUTHORIZED REPAIR, unless there is a life-threatening emergency.

7. Nothing shall be done or kept upon the premises which will increase the liability and/or insurance rates for the Association or which will obstruct or interfere with the rights of the other owners.
8. Only owners/occupants will have regular access to garages. Repair technicians will have access only while performing repairs.
9. Payment of the monthly Association dues are the responsibility of the Unit owner until such time as the Unit may be sold, title is transferred to the buyer and notification is sent to the Managing Agent.
10. Each Unit owner must have a current "Confidential Homeowner Information Sheet" on file with the management company. Information is held in strict confidence, but is necessary in the event of an emergency involving your Unit.

LEASING OF UNITS

1. A Unit owner who rents or leases his/her Unit to another party shall report to the Managing Agent within 10 days of the rental occupancy or signing of a rental agreement, whichever is earlier, the renter's name, mailing address, home and work telephone numbers, and email address (for emergency notifications). Copies of the House Rules must be provided to all renters. This is the responsibility of the Unit owner.
2. Upon leasing a Unit, the renter MUST sign an agreement stating that they agree to abide by the House Rules. A copy of this agreement is to be filed at the office of the Managing Agent within 30 days of the date the renter occupies the Unit in question.
3. 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 tenants and/or guests. Fines, if necessary, will be levied against the Unit owner, rather than the tenant.
4. No lease shall be for less than sixty (60) days.

USE RESTRICTIONS

1. Residents, tenants and their guests shall not cause a nuisance to other residents. A nuisance is defined for the purposes of these House Rules as excessive noise, loud noise-producing activities, and noxious or other offensive activities. This shall include, but not be limited to: excessive noise related to playing of musical instruments, radios, phonographs, televisions, or amplifiers; other associated mechanical or electrical equipment; operating any other noise-producing machinery or equipment; malfunctioning security systems; storage of noxious or toxic materials in the Unit or garage; and other as the Board of Directors may determine. Under

no circumstances are excessive noise-producing activities to occur between 10:00 PM and 8:00 AM.

2. No immoral, improper, offensive or unlawful use shall be made of any part of the project. No firearms, including BB guns, pellet guns, sling shots, etc., may be used on the property.
3. Units are restricted to single family residential usage. Legitimate home professional pursuits may be conducted within a residence as long as these activities do not include public visits, use of employees, storage of materials within common areas, commercial pick-up or delivery, and there is no external evidence of business activity. Any activity which increases foot traffic, noise or parking is not allowed. Any type of business activity which involves use of common areas or creates a situation which would increase the insurance liability of the Nob Hill Association is strictly forbidden. Any business activity within a Unit MUST HAVE PRIOR BOARD APPROVAL.
4. Parents shall be held responsible for the behavior of their children with regard to safety, noise, nuisance, and/or damages. Children are not allowed to play in the garages or the interior common areas without the supervision of an adult. Children are not allowed to climb on fences, flowerbeds, garage doors, etc., for safety and insurance reasons.
5. Explosives or illegal products may not be kept on the premises.

VEHICLES

1. Snowmachines, RV's boats, campers, etc., may not be parked in the guest parking area EXCEPT with the PRIOR approval of the Board of Directors or Managing Agent.
2. Except with PRIOR approval of the Board or Managing Agent, only automobiles and trucks rated at not more than three-quarter (3/4) ton shall be parked on the common grounds at any time. Larger trucks and/or commercial vehicles may be permitted to remain on the property as required for routine or emergency maintenance or for the purpose of moving in or out of a Unit.
3. No motor vehicle may be abandoned or allowed to remain on any part of the property for more than 24 hours, if it is not in operating condition. All vehicles shall be duly licensed and operational.
4. No vehicle, i.e. auto, boat, truck, RV etc., may be used for living purposes EXCEPT with the PRIOR approval of the Board of Directors or Managing Agent and only in designated parking space.

PARKING

1. Visitors are instructed to park in DESIGNATED outside parking spaces. Any vehicle parked in a “No Parking – Tow Away Zone” may be towed immediately, with no need for warning at the vehicle owner’s expense and risk. This includes all areas adjacent to retaining walls which are considered fire lanes. No parking on lawn will be tolerated.
2. Outside parking is for VISITORS/GUESTS of Unit owners or occupants ONLY. Any visitor or guest wishing to use the visitors parking for longer than 3 days or 2 nights MUST obtain an “EXTENDED VISITOR PARKING PASS” from either the Managing Agent or the Board of Directors. This pass must then be displayed on the dash of the vehicle while it is in the visitor parking area.
3. All vehicles owned, leased or used by the owner or occupant shall be parked within the garage of the Unit which they occupy. In the event an owner or occupant cannot park their vehicle in the garage area due to cleaning of either the garage area or vehicle, the visitor parking area may be used for a maximum of 2 hours. Owners and occupants may also utilize visitor parking for situations such as lunch breaks from work, not to exceed one (1) hour.
4. Each owner or occupant shall provide the current license number of the vehicle or vehicles (2 maximum) owned, leased or used by their Unit to the Managing Agent within 7 days of a change of vehicle or license number.

STORAGE/HOUSKEEPING

1. Common areas shall not be obstructed or littered. All residents are responsible for keeping common areas free of debris, i.e. place litter in trash cans, pick up cigarette butts, sweep on a regular basis, control and contain oil puddles from vehicles. This includes maintaining stairways and decks.
2. All trash is to be enclosed in a tied, plastic garbage sack or in a closed trashcan. Owners are responsible for any damage to the common area caused by spillage of garbage. Owners are responsible for taking their own garbage cans out no earlier than 6:00 am on the day of collection and returning them to the garage area no later than the evening of collection day.
3. Storage of paint, stain, mineral spirits, etc. is limited to small amounts for normal household use.
4. Garages must be maintained in a neat and clutter-free fashion. Firewood must be neatly stacked. No firewood is to be stored in stairways. Parked vehicles and/or stored materials must not affect the ingress or egress to the common area. Storage MUST conform to all applicable fire/insurance codes and regulations.

ANIMALS

The Municipal Animal Control Regulations are in effect on the property. Residents may be fined and/or required to dispose of their pets for failure to observe the following animal control rules.

1. Except with the PRIOR approval of the board, cats, dogs and birds are limited to two (2) pets per unit. It is strongly suggested that all male cats over the age of 6 months be neutered. Domestic fish and birds must be kept in appropriate aquariums or cages. No other animals, livestock or poultry shall be allowed.
2. Any pet outside of a Unit shall be kept AT ALL TIMES within the control of a person capable of maintaining such control. It is recommended that dogs be kept on a leash while in the common areas. Pets are not to be tied up so as to cause damage to trees, shrubbery, grass, etc. in common areas.
3. Under no circumstances are pets allowed to play or run free in the garages. Any animal observed doing so will be reported to the municipal animal control officers and/or be subject to removal to the pound.
4. Pets shall not cause nuisance to other residents by noise, odor or threat. Owners are responsible for any pets owned by their guests or tenants.
5. All pet owners will immediately clean up droppings left by their pets when allowing pets to "relieve" themselves in or on common areas.

MAINTENANCE

1. All homeowners are responsible for keeping their Units repaired and maintained in good order and condition. All repairs and maintenance to internal installations shall be made at the owner's expense. Window grids are to be maintained and/or replaced by homeowner.
2. Maintenance, repairs or replacement of all Unit's windows and exterior doors (including screen doors) are the responsibility of the Unit owner to the extent not covered by Association insurance. However, it is in the best interest of the Association that all exterior doors (including screen doors) and all exterior windows are kept in good order and replaced swiftly when broken or defaced. If the owner does not act within a reasonable time frame to replace or repair such windows and/or doors, the Board will have the damage repaired at the owner's expense. All repairs and replacements must comply with the architectural design of the complex.
3. No internal structural alterations are allowed without PRIOR Board approval. Structural alterations and wiring modifications by UNLICENSED individuals are NOT PERMITTED. 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. No additions or alterations to the building exteriors or common areas are permitted without the PRIOR approval of the Board. This includes, but is not limited to, deck enclosures, landscaping, and hot tubs on decks. No defacing of building exteriors will be tolerated.

MISCELLANEOUS

Outside installations, such as antennas, basketball hoops, boat racks, air conditioners, etc., are not allowed, except with PRIOR approval of the Board. APPROVED outside installations, such as TV or phone cables, must be color coded to match the buildings. No temporary structures shall be constructed on the common grounds without PRIOR approval of the Board.

1. Advertisements, posters, political or other type signs may NOT be displayed on or from buildings, Units or common areas except with PRIOR approval of the Board. One reasonably sized "For Sale" or "For Rent" sign may be displayed from inside the window of a Unit.
2. Curtains, drapes, blinds or shades are the only allowable window coverings. Sheets, blankets, foil, paper, etc., are not permitted. No rugs, garments or materials are to be hung from windows at any time.
3. SHORT TERM drying of tents, sleeping bags, rugs, etc. is allowed from balcony railings and may remain outside overnight for one night.
4. Front doors and garage doors are to be closed and locked with DEADBOLT AND KNOB LOCK AT ALL TIMES. This is for the security and safety of all residents. The doors may be open for a period of time for the moving of furniture or similar reasons, if done under adult supervision.

FINE SCHEDULES/PROCEDURES

The above rules, in addition to provisions of the Declarations and Bylaws, will be enforced with MINIMUM fines of \$25 per violation. At the discretion of the Managing Agent 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 fines which may be levied, the Board may institute legal proceedings to correct violations (i.e. repairs, 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, Declarations or By-law provisions, 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 Association records. Notice will be deemed valid 3 days after mailing. Hand delivery to the Unit shall be an acceptable alternate form of notice. Fines shall be tentatively assessed immediately following the infraction, and will become final unless appealed to the board of Directors within 30 days thereafter. Homeowners may address the Board of Directors to appeal any fine, provided the homeowner files a written notice of appeal with the Managing Agent within 30 days after homeowner presentations, and to control all procedural aspects of fine assessment hearings. Fines will be levied to ensure compliance with Association rules and regulations rather than to raise revenue.