

Hampton Green Condominium Association

House Rules (Last Amended 08/12/10)

The following House Rules have been developed to ensure harmonious living within Hampton Green. All present and future owners, tenants and occupants of any home within Hampton Green are subject to these rules. Any person who purchases, leases, rents or occupies any unit thereby agrees to abide by the covenants, conditions and restrictions as set forth in the Declaration, Bylaws and these House Rules.

Article XIX. Persons and Units Subject to Documents, Section 19.2 Adoption of Rules. The Executive Board may adopt Rules regarding the use and occupancy of Unit, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

Residence and Use Restrictions

All residences shall be used exclusively for single family residential purposes except for home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage provided that there exists no external evidence thereof. **Article IX Restrictions on Use, Alienation and Occupancy, Section 9.1 Use and Occupancy Restrictions (a)**

A unit owner may lease their unit, but such lease arrangement must be in writing, may not be leased or rented for a term of less than thirty (30) days, must comply with the terms of the Association governing documents must not be for transient or hotel purposes, must provide that the failure to comply in all respects with the Association governing documents shall be a default under the terms of the lease and must be approved by the Board of Directors. **Article IX Restrictions on Use, Alienation and Occupancy, Section 9.2 Restrictions on Alienation**

The Association will hold community-wide garage sales. Any other garage sales are prohibited without prior written approval from the Board of Directors. Obtain approval by submitting written request through the management office. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

Residential and Guest Parking

All resident vehicles shall be kept, placed, stored and maintained within the unit garage or **original asphalt** driveway. There is absolutely no on-street parking – towing strictly enforced. **Article IX Restrictions on Use, Alienation and Occupancy, Section 9.1 Use and Occupancy Restrictions (b) and Article XXIII Executive Board, Section 23.2 Powers and Duties**

Guest parking is to be utilized by guests only. Residents may not utilize guest parking – towing strictly enforced. Visitor vehicles utilizing guest parking in excess of five consecutive days and/or 20 days within a 30-day period without notifying management office are considered residents – not guests. Special arrangements can be made via the management office. Please note – guest parking is used as snow storage in the winter months, watch for closure signs (if applicable). **Article XXIII Executive Board, Section 23.2 Powers and Duties**

No trailers, mobile homes, truck campers, detached camper units, boats, snow machines, commercial vehicles shall be kept, placed, stored or maintained anywhere within the community except within a unit garage. A 6-hour loading/unloading period (within 24 hours) is acceptable within individual driveways. Commercial vehicles which are not on-site for service or construction are limited to 1-hour per day (24-hour period), otherwise they must be parked inside the garage. Residents may not utilize guest parking for parking of personal vehicles to accommodate

recreation vehicle parking. **Article IX Restrictions on Use, Alienation and Occupancy, Section 9.1 Use and Occupancy Restrictions (b)** Per legal counsel advice, "commercial vehicle" has been defined as: Any vehicle other than a motorcycle, standard passenger car, and pick-up truck with factory manufactured step-side or flare-side bed shall be considered a "commercial vehicle". Vehicles with flatbeds or pipe racks, and vehicles larger than a standard one-ton pick-up, are expressly prohibited. Business advertising shall be an indication of a "commercial" vehicle although magnetic door signs on a standard passenger vehicle or pick-up shall generally be acceptable. Decisions of the Board of Directors as to whether any questionable vehicle is a "commercial vehicle" shall be final and binding on the homeowners.

No wrecked, inoperative, vandalized or otherwise derelict appearing automobiles shall be kept, placed, stored or maintained anywhere within the community except within a unit garage. Violators will be towed at the owner's expense. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

At no time will vehicles be parked on lawns, private or common. Residents and their visitors will take care when driving through the neighborhood to avoid cutting corners or backing into grass areas. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

Nuisances

No noxious or offensive activities shall be carried on anywhere within the community, nor shall anything be done therein which might be, or may become, an annoyance or nuisance to the community. **Article IX Restrictions on Use, Alienation and Occupancy, Section 9.1 Use and Occupancy Restrictions (f)**

The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, a nuisance to any other owner. **Article IX Restrictions on Use, Alienation and Occupancy, Section 9.1 Use and Occupancy Restrictions (e)**

Motorcycles, loud vehicles, car stereos should be maintained to a minimum while entering or exiting the community. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

Pets

No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit, except domestic dogs, cats or other normal household pets, provided that they are not kept, bred or maintained for commercial purposes. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

Dogs and cats shall be restrained at all times to prevent them from becoming a nuisance. Restrained shall be defined as on a leash, held by a person capable of controlling the animal. At no time shall pets be allowed on or in common areas unsupervised, unleashed, or tethered to buildings or landscaping. **Article IX Restrictions on Use, Alienation and Occupancy, Section 9.1 Use and Occupancy Restrictions (e)**

Except as otherwise provided in writing by the Board of Directors; no more than two dogs, or one dog and one cat, or two cats may be kept within any unit. **Article IX Restrictions on Use, Alienation and Occupancy, Section 9.1 Use and Occupancy Restrictions (e)**

Pets shall not be walked on Association common grounds. Pets shall be cleaned up after immediately. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

In accordance with **Article VI Maintenance, Repair and Replacement Section 6.2 Units, and Section 6.2 Allocation of Costs of Repairs and Maintenance**, each Unit Owner will reimburse the Association for any costs incurred for repairs and maintenance performed by the Association under the provisions of Section 6.2 in relation to pet waste.

The Association has designated a "Pet Area" for pet owners located near the southwest entrance adjacent to the mail boxes near the guardrail. This area will be regularly maintained by a waste disposal company. However, it remains the pet owner's responsibility to utilize this area and this area only.

The Association will strictly enforce the Municipal Leash Law in regards to pet maintenance.

Exterior

No exterior modifications, changes, additions, etc may be completed without prior review by the board of directors. This process takes a minimum of ten (10) days. Homeowners will be responsible for costs incurred to correct any unapproved modification, change, addition, etc. Requests for modifications need to be on the approved form available from the management company. Included with the approved form needs to be attached a copy of the plat for your Unit (which can be found in the POS) indicating the plans of such modifications and obtain utility locations. In accordance with **Article XI. Additions, Alterations, and Improvements, Section 11.1 Additions, Alterations, and Improvement by Unit Owners (a) and Article XXIII Executive Board, Section 23.2 Powers and Duties**

NO basketball standards or other athletic fixtures shall be attached to any residences, or maintained *in sight* within the community, except those in common areas provided and maintained by the Association. This includes skateboard and/or bicycle ramps. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

NO signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed from, the residences without prior written approval having been obtained from the Board of Directors; provided, however, that the restrictions of this rule shall not apply to any sign or notice of customary and reasonable dimension which states that the premises are for rent or sale. The Board of Directors may summarily cause all unauthorized signs to be removed and destroyed. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

There shall be no exterior storage of any items, including trash cans. **Article IX. Restrictions on Use, Alienation, and Occupancy, Section 9.1 Use and Occupancy Restrictions (c)**

Trash, garbage, refuse or other waste shall be disposed of through a designated container. No owner shall permit or cause any trash, garbage, refuse or other waste to be disposed of on any portion of the Property. Trash should be set out no sooner than the evening before pick-up day and trash containers shall be put away, out of sight, no later than the evening of pick-up day. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

Note: Alaska Waste Management recommends during the summer months that trash not be put out for pick-up until the morning of pick-up service to avoid possible fines for "bear baiting".

Decks shall be maintained in a clean and orderly fashion. No storage of any kind is allowed on decks. Deck tables and chairs are acceptable. **Article IX. Restrictions on Use, Alienation, and Occupancy, Section 9.1 Use and Occupancy Restrictions (c)**

Proper window coverings must be used in the windows visible from the street (no blankets, sheets, flags, foil, etc.). **Article XXIII Executive Board, Section 23.2 Powers and Duties**

Christmas decorations may be placed for display no sooner than October 1, and must be removed no later than January 31 (excluding "City of Light" white lights, which are removed after the last musher of the Iditarod crosses the finish line). All other holiday decorations shall be removed promptly at holiday end. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

Residents are responsible for the proper maintenance of their yards to include mowing, fertilizing, watering, and reseeding as necessary. The standard for yards is that grass is to be green in color and free of weeds. Yard maintenance will be monitored and enforced by **Article VI Maintenance, Repair and Replacement Section 6.2 Units**, "...If a Unit Owner fails to maintain and repair his or her own unit, including the yard, fences, pavement or structures, to the standards established by the Associations Rules, the Association may, after Notice and Hearing, repair or maintain the Unit as needed to bring it up to Association standards and assess the Unit Owner for the expenses of such repairs or maintenance as provided in Section 6.4." **Section 6.3 Access**. Any person authorized by the Executive Board has the right to access all portions of the Property for the purpose of carrying out Section 6.2 of this Declaration, or to correct any condition threatening a Unit or the Common Elements. Such persons may also access all portions of the Property to read, repair, or replace utility meters and related pipes, valves, wire and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonable convenient to the affected Unit Owner. In case of emergency no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time. **Section 6.4 Allocation of Costs of Repairs and Maintenance**. Each Unit Owner will reimburse the Association for any costs incurred for repairs and maintenance performed by the Association under the provisions of Section 6.2"

At no time shall residents push snow from individual driveways onto the common access drive. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

Storage sheds are permissible so long as: (1) the yard is fenced, (2) is prefab or professionally constructed, (3) is muted, earth tone shades, (4) peak of shed does not exceed height of fence by more than 1.5 feet (tallest 7.5 at peak). It is the homeowner's responsibility to insure that their exterior modification complies with Municipal codes. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

Most exterior modifications will require that yard is fenced, i.e., side yard gardens, etc. Owners should take caution that any backyard modifications do not alter, interfere, or otherwise impede existing drainage paths. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

Artificial flowers, shrubs, plants, trees are not permitted, and shall not be displayed from a unit. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

The Association has established lawn standards – for a copy, contact the Association's management office.. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

The Association has established paint standards – for a copy, contact the Association's management office. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

Driveway borders cannot be wider than 36-inches, and shall be maintained in good repair at all times. White rock is not allowed. Rockery/paver areas shall be kept weed/grass free at all times. Driveway borders cannot be used for parking, entirely or partially (no portion of a vehicle shall park on the border). **Article XXIII Executive Board, Section 23.2 Powers and Duties**

Preventative & Emergency

Any person authorized by the Board of Directors shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a unit or common areas.

In cases of emergencies, no request or notice is required for entry and such right of entry shall be immediate, whether or not the unit owner is present at the time. **Article VI Maintenance, Repair and Replacement, Section 6.3 Access.**

Violations

The Board of Directors reserves the authority to establish, make and enforce compliance with such additional rules and regulations as may be necessary, with the right to amend the same from time to time and to impose reasonable fines for infractions of all rules and regulations. **Article XXIII Executive Board, Section 23.2 Powers and Duties**

On October 26, 2004, the Board of Directors adopted the following schedule of fines for violations: First violation \$75.00; Second violation \$150.00; Third violation \$300. If the violation continues, the Board of Directors may seek injunctive relief by legal action, the cost of which will be billed back to the unit owner involved. Unapproved exterior modifications will result in an automatic \$500 fine.

The application of terms in the above shall be interpreted by the Board of Directors as that which a reasonable person, under reasonable circumstances, would normally interpret the application of terms to be.

Amended: August 12, 2010

Corrected: May 23, 2012 (typographical, clarification)