



CC

RULES OF  
WEST 25TH CONDOMINIUM

Affects:

Lot Eight B (8B), Block One (1), Clayton  
Subdivision, According to the official plat thereof  
filed under Plat No. 78-95, Anchorage Recording  
District, Third Judicial District, State of Alaska

After recording, return to:

JD Strategies, LLC  
3801 Center Point Drive, Suite 200  
Anchorage, Alaska 99503

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RULES OF  
WEST 25TH CONDOMINIUM  
HOMEOWNERS ASSOCIATION, INC.

(Note: Terms are defined in Article I of the Declaration.)

The following Rules apply to all Owners and occupants of Units.

ARTICLE I  
Use of Units Affecting the Common Elements

Section 1.1 - Occupancy Restrictions. Units are limited to occupancy by single families, and parking spaces are limited to use for the parking of vehicles associated with the Unit to which each space is assigned. Parking spaces are limited to use for parking of vehicles. No more than any ten (10) Units may be leased or rented at any one time to maintain Owner occupancy requirements for Eligible Mortgagees.

Section 1.2 - No Commercial Use. Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising except for a name plate or sign not exceeding 9 square inches in area, on the main door to each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. "For Sale" signs not exceeding five square feet in area may be posted on the Unit, together with the Unit number so for sale, pursuant to the Unit Owner's permission.

Section 1.3 - Electrical Devices or Fixtures. No electrical device creating electrical overloading of standard circuits may be used. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused.

Section 1.4 - Displays Outside of Units. Unit Owners shall not cause or permit anything other than white or beige colored shades or blinds and seasonal holiday decorations to be hung, displayed or visible outside the windows or outside of Units without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any.

Section 1.5 - Painting Exteriors. Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any.

Section 1.6 - Cleanliness. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.



Section 1.7 - Electrical Usage. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes. All appliances must be turned off before leaving a Unit.

Section 1.8 - Smoking. Smoking is prohibited inside any Unit or within any enclosed portion of Common Elements. Smoking is allowed only outdoors, and no cigarette butts may be discarded upon any Common Element.

Section 1.9 - Storage of Combustibles. The use or storage of gasoline, kerosene, cleaning solvent, or other combustibles in any Unit is prohibited.

Section 1.10 - Barbecues. No barbecue or smoker device may be used or operated on any deck or within ten (10) feet of any portion of the structure, including building, deck, or stairs.

Section 1.11 - Security. All doors to Units must be kept locked during the absence of the occupants.

## ARTICLE II Use of Common Elements

Section 2.1 - Obstructions. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

Section 2.2 - Storage. Storage of materials in Common Elements or other areas designated by the Executive Board shall be at the risk of the person storing the materials.

Section 2.3 - Proper Use. Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others. Children must be supervised by a responsible adult at all times.

Section 2.4 - Trucks and Commercial Vehicles. Trucks and commercial vehicles larger than a truck or van which would fit in the parking spaces are prohibited, except for temporary loading and unloading, or as may be designated by the Executive Board.

Section 2.5 - Alterations, Additions or Improvements to Common Elements. No changes may be made to the Common Elements without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind or articles, other than seasonal holiday decorations, shall be hung outside or exposed or placed on the outside walls, doors or on trees, and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, however, that the restrictions of this paragraph shall not apply to any sign or notice of customary and reasonable dimension which states that the premises are for rent or sale.



ARTICLE III  
Actions of Owners and Occupants

Section 3.1 - Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated any radio system or television set at such volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants. **Because of the close proximity of occupants within the Units, activities of each occupant affect other occupants much more than they would in a traditional single family house.**

Section 3.2 - Compliance with Law. No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Alaska, and all ordinances, rules and regulations of the Municipality of Anchorage. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 - Pets. No dogs except approved service animals, reptiles, or rodents shall be kept on the Property or brought on the Common Elements. Other small household pets (such as cats, birds, and fish) under fifteen pounds (15 lb), licensed by the Municipality of Anchorage (when required by ordinance) and approved by the Executive Board or the Manager as to compatibility with the Common Interest Community, may be kept on the Property, limited to one in any Unit. Animals may not be kept, bred or maintained for any commercial purposes, nor shall any animal be bred on the Property. All cats must be spayed or neutered. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. No household pets shall be left outside a Unit. Owners shall be responsible to keep their Units and all Common Elements free and clear of animal feces. The Owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Service dogs will be permitted for those persons for whom they are a necessity so long as they are under the direct control of their respective Owners at all times when outside a Unit.

Section 3.4 - Indemnification for Actions of Others. Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Section 3.5 - Employees of Management. No Unit Owner shall send any employee of the Manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.



Section 3.6 - Lint Filters on Dryers; Grease Screens on Stove Hoods. All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order and repair by the Unit Owner.

#### ARTICLE IV Insurance

Section 4.1 - Increase in Rating. Nothing shall be done or kept which will increase the rate of insurance on any of the buildings, or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2 - Rules of Insurance. Unit Owners and occupants shall comply with the Rules and Regulations contained in any fire and liability insurance policy on the Property.

Section 4.3 - Reports of Damage. Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the Manager or a Director by any person having knowledge thereof.

#### ARTICLE V Rubbish

Section 5.1 - Deposit of Rubbish. No garbage cans or trash barrels shall be placed outside the Units, except in areas designated for trash pick up. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in trash storage containers approved by the Executive Board, until the next trash pick-up date. The Trash pick-up location or locations will be designated by the Executive Board or the Manager. Pickup will be from those locations only. The Trash container(s) are to be kept neat, clean and free of debris. Long term storage of rubbish in the Units is forbidden.

Section 5.2 - Littering No littering, including papers, cigarette butts, animal waste, beverage containers, or other trash, is permitted.

#### ARTICLE VI Motor Vehicles

Section 6.1 - Compliance with Law. All persons will comply with Alaska State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the Property.

Section 6.2 - Limitations on Use. A Unit Owner must park his or her vehicle overnight in his or her assigned parking space. The parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading.

Section 6.3 - Snowmobiles and Unlicensed or Immobile Vehicles. Snowmobiles and trail bikes may not be stored outside of the Units except within a Unit's parking space. All highway vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state with current (not expired) tags. Except for temporary repairs not involving immobility in excess of ten 10 hours, highway vehicles will not be disassembled, repaired, rebuilt, painted or constructed on the Property.

Section 6.4 - Limited Use of Trucks, Vans, Trailers and Commercial Vehicles. The following types of vehicles are prohibited in the exterior parking spaces in excess of eight (8) hours except for temporary loading or unloading, following which the vehicle must be removed from the Property for at least sixteen (16) hours: trucks having more than four wheels; vans and vehicles having capacity of more than one ton; trailers of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.

## ARTICLE VII

### Rights of Declarant

The Declarant may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workmen or with buildings under construction is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

## ARTICLE VIII

### Rule Violations

Section 8.1 - Minimum Fines. Association Rules in addition to the provisions of the Declaration and Bylaws, will be enforced with minimum fines of Fifty Dollars and Zero Cents (\$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 finds, 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 server fines which will be levied at the discretion of the Board.

Section 8.2 - Legal Costs. In addition to fines that may be levied, 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 a additional assessments. If the association must retain legal counsel to enforce Rules, Declaration or Bylaw provisions, legal costs may be assessed against the Unit Owner as additional fines.





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ARTICLE IX  
General Administrative Rules

Section 9.1 - Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 9.2 - Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

Section 9.3 - Unit Owner Responsibility for Guests and Children. Unit Owners are responsible for the conduct of their guests, invitees, and children, including their adherence to these rules.

Section 9.4 - Amendment of Rules. These Rules may be amended through addition, deletion, or modification by the Executive Board in accordance with the Declaration and Bylaws of the West 25<sup>th</sup> Condominium Homeowners Association, Inc. Changes in Rules will be effective thirty (30) days after notice of such change is given to Unit Owners.

Certified to be the initial rules adopted by the  
Executive Board on its date of organization

Kathleen Downing  
Kathleen Downing  
Title: Secretary

STATE OF ALASKA )

THIRD JUDICIAL DISTRICT )

)ss.

THIS IS TO CERTIFY that on this 13<sup>th</sup> day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Kathleen Downing, known to me to be the Secretary of West 25<sup>TH</sup> Condominium Homeowners Association, Inc., and she acknowledged to me that she had, in her official capacity aforesaid, executed the foregoing document as the free act and deed of said corporation for the uses stated therein.

WITNESS my hand and official seal the day and year in this certificate first written.



Randall E. Faley  
Notary Public in and for Alaska

My commission expires: 7-7-07



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2006-052348-0

1327 West 25<sup>TH</sup> Condominiums

214
212
211
210
105
103
102
101
<b>GUEST</b>

328	330
326	329
325	327
323	324
322	104
321	108
106	107
<b>GUEST</b>	<b>GUEST</b>

220
219
218
217
216
215
109
100
<b>TRASH CAN</b>

West 25<sup>th</sup>

**TOW RISK:**

**\*\*UNAUTHORIZED VHECILES WILL BE TOWED AT OWNERS EXPENSE.**

Thanks,  
West 25<sup>TH</sup> Condominiums  
Bonanza Reality Management