

# CHINOOK ESTATES CONDOMINIUM ASSOCIATION

## House Rules

*Acting under its authority as provided in the Restated Declaration of Covenants, Conditions and Restrictions for Chinook Estates Condominium, and its Bylaws, the Executive Board of Chinook Estates has adopted and published the following House Rules. These Rules are a summary, restatement of and replacement from all Rules previously adopted by the Association. These House Rules are applicable to all owners, tenants and guests at Chinook Estates.*

1. **SIGNS:** No owner or occupant shall post any advertisements, bills, posters or other signs on or about the Property, except signs of reasonable dimensions, advertising the rental or sale of individual units, or signs of a special nature, as authorized by the Executive Board. Signs for rental or sale shall be displayed in the living room window of the unit, and a yard arm sign may be attached to the front fence.
2. **NOISE:** All owners and occupants shall exercise extreme care about making noises or in the use of musical instruments -- radios, television sets and amplifiers that may disturb other unit occupants. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a residence and its contents, shall be placed or used in any manner in any residence or garage unit.
3. It is prohibited to hang or dust garments, rugs, etc., from the window or from any of the facades of the buildings.
4. **RESPONSIBILITY FOR MINORS:** Parents or occupants shall be responsible for all damage to the common areas caused by children residing or visiting any unit, when such damage was caused by the negligence or willful act of the minor person.
5. No illegal use shall be made of any unit, garage, limited common area or common area.
6. **PETS:** Any owner and/or occupant will be totally liable for any property damage and/or personal injury, caused by her/his pet through either negligence or willful non-control of the animal. Any pet owner will be responsible for restitution to the Association for repair or replacement of any damaged common area property, including flowers, shrubs and lawn.

Any owner or occupant keeping a dog or other pet in a unit will insure that such pet does not disturb any other occupants in any way. No dog shall ever be permitted in a common area unleashed and without a responsible handler (Anchorage Municipal Leash Law). Each pet owner will immediately remove and properly dispose of all animal waste deposited by his/her pet in the common area. Owner and occupant are

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charged with keeping the limited common area behind a unit free of animal waste, and properly disposing of same. The limited common area will be maintained to avoid creating any unsanitary, unsightly or malodorous condition caused by animal waste.

If the Executive Board receives a written complaint from another occupant concerning a bothersome animal or any of the conditions listed in the previous sentence, the Board will, in its discretion, take action against the pet owner and/or occupant, to eliminate such problem. The owner of a pet may be required to dispose of the pet regardless of when the pet was obtained, or regardless of whether other owners/occupants are permitted to retain their pets. The unit owner is responsible and liable for compliance with Board directives regarding pets as they pertain to his/her tenants or guests.

7. **WIRING:** No owner or occupant shall, without the written approval of the Executive Board, install any antennas or wiring for electrical, cable or telephone installations, machines or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior building walls, windows or roofs.
8. **STORAGE:** Nothing shall be allowed, done or kept in any unit or common area which would overload or impair the floors, walls or roofs, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Association, nor shall any noxious or offensive nuisance activity be permitted.
9. **GARBAGE:** No refuse, garbage, trash, discarded equipment or household belongings shall be thrown, placed, kept, or left in any common or limited common area, including the area immediately surrounding the refuse dumpster. All refuse items must be securely packaged and placed inside the dumpster for pickup.
10. **PARKING:** If any occupant parks two vehicles in the rear designated parking area, the vehicles are to be parked in tandem. The postal service has advised they are not required to deliver mail if access to the mail boxes is blocked: therefore, vehicles are not to be parked in front of the mail boxes.

No vehicle which is not in an operating condition, and legally licensed, shall be parked on the property for more than 24 hours. No owner or occupant shall store or permit storage of any boat, motor home, snowmobile, trailer, or other R/V, on the property. Storage is defined as stationary for over 72 hours.

Operating and legally licensed vehicles are not be parked or stored unmoved in the parking area for more than 14 days without giving prior notice to the management firm.

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No vehicle shall be parked so as to impede access to the dumpsters. Any vehicle so parked shall be subject to towing without notice.

11. RENTING & LEASING: The Executive Board is charged with making decisions concerning the health, safety and welfare of individuals using the Association property, and concerning maintenance and upkeep of the property itself. While the right of a Unit owner to lease his/her Unit is not restricted by the Declaration, the Executive Board does have the right to establish procedures for orderly rule making and enforcement, and management of the Association. Therefore, in order to have accurate and complete information concerning unit occupancy, and to assure that tenants or other persons occupying the Unit are advised of, understand and agree to the Association House Rules, each owner shall, upon leasing or renting a unit:
- Notify the management firm in writing of any non-owner occupant, including names, phone number, and date of occupancy; make, color and license number of vehicles expected to park on Association property, along with the owner's current address and phone number.
  - Submit to the management firm a copy of the lease form being used, signed by the owner and occupant (excluding financial details, if desired), including an section stating that the occupant understands and agrees to abide by the House Rules, and that a violation of those Rules are also a violation of the lease, for which the tenant is subject to eviction by the landlord.
  - Deliver to the tenant a set of the Association's House Rules, obtainable from the management firm.

12. EXTERIORS: Any alterations to the exterior of the buildings or limited common area must be approved by the Executive Board, with the exception of screen & storm doors. Screen or storm doors must be manufactured, metal, and white or bronze in color.

Hanging baskets, planters and flowers may be placed on the porches and overhanging area of the owners unit. Flowers in pots may be placed in the area adjacent to your walkway and porch. No trees or shrubs are to be planted in any area without prior approval of the Board.

Any other desired alterations must be approved by the Executive Board prior to installation. Unit owners or occupants are not to contract services for repair or maintenance for the common areas. Recommendations for common grounds service and improvement should be brought to the Board's attention for consideration.

13. SECURITY: For security purposes, all storage sheds should be padlocked by the occupant.

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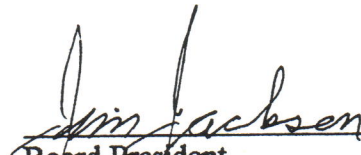
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14. RESTRICTED OCCUPANCY: All units shall be used for residential purposes only and no unit will be used for transient or hotel purposes. All units rented or leased to non-owners will be permanently occupied only by those persons named on the lease, and by the number of persons stated in the lease.
15. MAINTENANCE & ACCESS: Ground maintenance and upkeep of the limited common area, the area immediately adjacent to rear of the unit, is the responsibility of the unit owner and occupant. No permanent barrier or fixed gate shall be secured between limited common areas, in order to meet Municipal Fire Codes, and to allow for emergency access to the rear of all buildings.
16. BOARD POWERS: The Executive Board reserves the power and right to establish, make and enforce compliance with such additional rules and regulations as may be necessary for the operation, use and occupancy of the Chinook Estates Condominium Association, and to impose reasonable fines and to take necessary action to obtain compliance with all rules and regulations of the Association.

These House Rules are binding on all owners, tenants, occupants, and other persons permanently residing at or temporarily visiting Chinook Estates Condominium units or property, and become effective, after distribution to the owners, on the effective date listed below.

Any inquiries about these House Rules may be directed to the management company, New Horizons Association Management, 3102 Willow Street, #B, Anchorage, AK 99517, (907) 258-2398.

Accepted for Review: 01/04/94  
Adopted by Board Action: 02/08/94  
Effective Date: 2/8/94

  
Board President  
Date: 2/8/94



## Vehicles Parking September 15<sup>th</sup> to April 15<sup>th</sup>

Understanding where vehicles are allowed to park is essential due to the limited number of parking spaces in the Association.

Vehicles are limited to two per unit on common areas. Each owner has one assigned parking space it is in the garage. All other parking spaces are designated guest parking whether you are an owner/renter or guest. Owners may use guest parking but must abide by the guest parking rules.

Guest parking is not for vehicle storage. Vehicles must be stored in the garage and come and go out of guest parking if you are not driving one of the vehicles.

Guest parking is 72-hours only no matter if you are an owner/tenant or guest. If you need a guest parking space over the 72-hour limit, please contact New Horizons Association Management at 336-1963.

There is no double parking or parking in the front of the garages. Please do not park so close to the storage doors that owners cannot access them.

Inoperable or junk vehicles shall not be parked or left anywhere in the common area or driveways. Vehicle with expired tags, flat tires, broken glass, or missing parts are considered inoperable.

Vehicles shall not be repaired or have oil changed while on the project, regardless of location. Any oil leaks shall be promptly corrected and the owner may be charged any cleaning cost associated with removing oil stains from the parking areas. Batteries, tires, oil/fuel containers, cleaning products, etc. may not be stored in the garages.

Trailers, snowmobiles, motor homes, campers, recreational vehicles and other large vehicles, commercial vehicles or heavy equipment may not be parked anywhere on Association property excluding the garages.

Each unit owner shall be liable to the Association for any damages to the common areas, including lawns, trees, garages, or any equipment thereon which may be sustained by reason of the negligence of said unit owner or of their guest or tenants.

Vehicles must be moved for snow removal in guest parking. If a vehicle remains in the guest parking without moving after the second clean up (normally the following day) the Association will have a tow truck move the vehicle so the area can be cleaned and bill your account. Normally tow truck fees are \$35.00 to \$45.00. The tow truck will pull the vehicle out and put it back after the snow is cleared from the parking space.

Garage doors must be closed and may not be left open in the winter. Loss of heat by leaving a garage door open will result in a fine against the unit.

Fred's Towing at 243-4037 is the tow company the Association uses.

# **CHINOOK ESTATES CONDOMINIUM ASSOCIATION**

## **Administrative Resolution #1**

### **Assessments and Collections**

WHEREAS, Article III, Section 2 of the Bylaws of the Association grants that “the Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things therefore as are not by law, by the Declaration or y these Bylaws, directed to be exercised and done only by the apartment owners; “and

WHEREAS, Article III, Section 2 of the Bylaws further provides that “the Board shall be responsible for ... the establishment and collection of monthly assessments against the apartment owners for common expenses; “ and

WHEREAS, Article VI, Section 1 of the Bylaws establishes the obligation for payment and remedies for non-payment of assessments; and

WHEREAS, Article VI, Section 1 of the Declaration provides that “ All unit owners shall pay all common assessments for common expenses and all applicable special assessments and capital improvement assessments imposed by the Board of Directors”, and “ Each installment of an assessment shall become delinquent if not paid on or before thirty (30) days from the date upon which it becomes due”; and

WHEREAS, Article I, Section 10 of the Declaration defines as a Special Assessment “a charge against a particular unit owner and his condominium, directly attributable to the unit owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration”, and

WHEREAS, Article VI, Section 2 of the Declaration provides that “ There shall accrue with each delinquent assessment a late charge of five dollar (\$5.00), together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association”, and

WHEREAS, AS 34.08.470 provides lien and foreclosure procedures for delinquent assessment “as a mortgage or deed of trust on real estate is foreclosed, or as a lien is foreclosed under AS 34.35.005 “; and

WHEREAS, there is a need to establish and publish orderly procedures for the collection of assessments which remain unpaid past their due date, since delinquent assessments pose a serious financial and administrative burden on the Association, and

WHEREAS, it is the intent of the Board of Directors to establish steps for the collection of assessments:

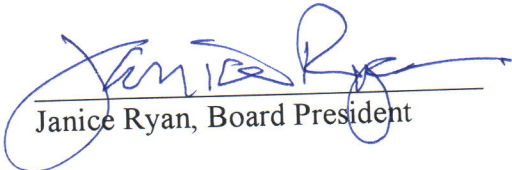


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Now THEREFORE, BE IT RESOLVED THAT the procedures for collection of assessments be as follows:

1. Each monthly assessment is due and payable on the first day of each month and is delinquent fifteen days (15) after the due date.
2. Delinquent accounts not paid by the last day of each month will be assessed a late ten dollar (\$10.00) charge to cover costs. An additional ten dollars (\$10.00) charge will be made each month thereafter until the account is paid current.
3. In addition to the late charge, delinquent accounts will be charged interest at the rate of eighteen percent (18%) per annum from the due date to the date in which the delinquent balance is paid in full. The interest will accrue on a monthly basis.
4. A 60-day delinquent account shall receive a reminder letter; a 90-day day delinquent account shall receive a 10-day demand letter. If the delinquent account is not paid off within 10 days after the 10-day demand letter, the account shall be turned over to the attorney.
5. On past due account, foreclosure proceedings may be initiated under the provisions of AS 34.08.470 in a timely fashion so that the collection rights of the Association will be effectively protected.
6. Administrative and legal costs to the association for collection action shall be charged to the delinquent owner as a special assessment against that unit.
7. Small Claims action may be initiated on any account which becomes delinquent in excess of \$500.00. After a judgment has been obtained, execution will be initiated through an appropriate legal channel. All costs incurred as a result of legal action and collection shall be charged to the delinquent owner.

Accepted for Review: 1-30-86  
Adopted by Board Action: 6-3-86  
Amended: 5-30-00  
Effective: 7-1-00

  
Janice Ryan, Board President

Date: 5-31-00