

NANTUCKET SQUARE TOWNHOMES ASSOCIATION, INC.
HOUSE RULES

Amended Effective Date: August 1, 2003

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 Nantucket Square Townhomes Association, Inc. The Board of Directors has the authority to adopt and enforce such additional rules as it may deem necessary or advisable; to amend same 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. All owners shall keep their units and limited common areas (carports, decks and storage units) clean, repaired and maintained in good order and condition.
2. No additions or modifications to the common area or exterior of buildings are permitted without written approval of the Board of Directors.
3. 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.

Use Restrictions

4. Units are restricted to single family residential usage. 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 common areas.
5. No unlawful use shall be made of any part of the project. No firearms may be used on the property.
6. The exteriors of the units are not to be used for storage except as expressly permitted by these rules.
7. The use of exterior decks is limited only to normal recreational uses. Bikes may be neatly stored on—but not hung from any portion of—the decks. With the exception of patio furniture and decorative plants, nothing else shall be placed on or hung from the decks where visible from streets, common areas, or other units.
8. In accordance with local fire code, propane, firewood and other combustibles cannot be stored on decks or within 10’ of combustible building surfaces.
9. Barbecues and open flame cooking devices shall not be used on the decks or lawns.
10. Explosives or illegal products may not be kept on the premises.
11. No noxious or offensive activities (including, but not limited to, the repair of automobiles) shall be carried on within the project.

Pets

12. Only house pets are permitted at Nantucket Square, with a maximum of two (2) pets per unit with the exception of fish, are permitted at Nantucket Square. Outside dogs, cats,

mice, rats, snakes, etc., are strictly prohibited. Dogs can be no larger than 40lbs. Dogs can NEVER be in the common area fenced yards whether or not the owner is with them. No dog poop, pee, hair or any other dog parts anywhere on the property. No aggressive dogs, no dog noise, no dogs disturbing other residents.

13. "House pets" shall be limited to domestic birds, cats, dogs and fish that are not raised or bred for commercial purposes. Mice, rats, snakes, ferrets and other animals are strictly prohibited.
14. Pets may not exceed 40 pounds in weight.
15. Pets are NEVER permitted within the Common Elements other than for direct passage to and from a unit through the front door. Common Element fenced yards are never to be used by pets, whether or not the owner is present.
16. Any pet outside of a unit shall be attended and restrained at all times.
17. Pets shall not cause a nuisance to any other owner. Aggressive or noisy pets shall be immediately removed from the property.
18. Any cost resulting from damage or injury caused by a pet may be assessed against the owner's unit.
19. Owners may be fined or be requested to remove their pets for failure to observe the above animal control rules.

Leasing of Units

20. A unit owner who rents, leases or otherwise permits another party to occupy his unit shall report to the management agent within ten (10) days of occupancy or signing of a rental agreement, whichever is earlier, the new occupant's name, mailing address, and home and work telephone number. Copies of the House Rules must be provided to all renters/occupants--this is the responsibility of the unit owner. Leases must require compliance with the Declaration, Bylaws and House Rules as a condition of occupancy. The attached verification sheet is to be signed and sent to the management company.
21. Each unit owner should be aware that they are responsible for the actions of their renters/occupants. 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.
22. Each unit owner must have a current confidential "means of contact" form on file with the management company. Information is held in strict confidence, but is necessary in the event of an emergency involving your unit. Information must be updated each year at the time of the Annual Meeting.

Vehicles and Parking

23. Each unit has one assigned parking space directly in front of said units garage door. Each resident shall park in his or her assigned space, and each individual resident is responsible to call for towing if an unauthorized vehicle is in your space. Towing will be at unit owners' expense.
24. All other designated parking spaces (which term does NOT include the two loading zones) are unassigned for use by visitors. Each unit is allowed a maximum of two vehicles, and residents may use unassigned visitor parking spaces for the second vehicle.

25. Inoperable or junk vehicles shall not be parked or left anywhere in the common area, driveways, or assigned parking spaces. Vehicles with expired tags, flat tires, broken glass, or missing parts are considered inoperable.
26. 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 carports.
27. Trailers, snowmobiles, motor homes, campers, and other large vehicles, commercial vehicles or heavy equipment may not be parked anywhere on association property.
28. Vehicles may not be revved in the parking lot, and drivers shall use extreme care to minimize noise. Radios within vehicles shall be kept at a volume where sound cannot be heard outside of the vehicle while within the Nantucket Square project.
29. Vehicles shall not be backed up against any building. The only exception is shall be ONLY for actively moving in or out of the project..
30. Each unit owner shall be liable to the Association for any damages to the common areas, including lawns and trees, or any equipment thereon which may be sustained by reason of the negligence of said unit owner or of their guests, invitee or tenants.

Lawns, Hallways and Common Areas

31. Bikes are not to be ridden on the lawns, nor shall any toys or items be left on the lawn areas except when in actual use under proper supervision.
32. Littering or obstructing of the common areas is strictly prohibited, including cigarette butts.
33. Foot traffic shall be confined to the sidewalks wherever possible to prevent wear patterns in the lawn.
34. Skateboarding, rollerblading, scooters, and roller-skating are prohibited.
35. Storage in the common entries and hallways is strictly prohibited, with the exception of shoes (no more than three pairs, neatly placed) and a small bench (approved by the board, kept in good repair and aesthetically appropriate) which may be neatly placed outside the front door. Any other items left in hallways, including but not limited to refuse bags, newspapers, cans, toys, boxes, bicycles, etc., may be summarily removed and result in fines.
36. Each resident shall use due care to keep the hallways and entry areas clean. Cleaning and stain removal costs shall be assessed to the offending unit owner where applicable.

Noise/Nuisance

37. All residents are entitled to peace and quiet within their homes at all times. Radios, musical instruments, stereos, televisions, and similar entertainment devices shall be used in a reasonable manner with volume such that the noise may not be heard in adjoining units.
38. Residents may not cause a nuisance to others. This includes, but is not limited to, noise and noise-producing activities.
39. Vacuum cleaners, washing machines, clothes dryers and appliances, as well as outdoor noise from parking lots, doorsteps, and the lawn, making similar levels of noise shall not

be used between the hours of 9:00 p.m. and 6:00 a.m. as the noise levels extend to other units.

40. Trash is to be immediately disposed of in one of the association's dumpsters. Under no circumstance shall the dumpster be overfilled or trash placed next to the dumpster or in hallways/common areas. Boxes should be broken down to minimize dumpster space. Trash that does not reasonably fit entirely within the dumpster shall be the resident's responsibility to haul away.

Miscellaneous

41. In the case of a bona fide emergency, the Board of Directors or association manager can authorize entry to a unit when the unit or any part of the project is threatened, regardless of whether the unit owner or occupant is present. Emergencies include but are not limited to broken pipes, fire, roof leaks, etc.
42. Advertisements, posters or signs may not be displayed except with written approval of the Board of Directors of the Association, 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.
43. Windows shall be kept tidy to ensure a uniform exterior appearance of the building. Aluminum foil or other unsightly window coverings visible from the exterior are prohibited. All window coverings must have a white or off white backing.
44. Due to fire/safety issues, any type of storage in the heater rooms is strictly prohibited.

Fine Schedule/Procedure

The above rules, in addition to provisions of the declaration 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, 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 or 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, Declaration or Bylaw 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. Hand delivery to the unit shall be an acceptable alternate form of notice. Fines shall be tentatively assessed as additional homeowner dues immediately following Notice of the the infraction, and will become final unless appealed to the board of directors in accordance with Declaration Section 21.2 within thirty days thereafter. Fines will be levied to ensure compliance with association rules and regulations, rather than to raise revenue.

Tenant Registration

Unit No. _____

Address: _____

Tenant's Name _____

Home Phone _____ Work Phone _____ Cell Phone _____

Name(s) of every other person residing in Unit (include ages of minors):

List and describe any pets, including type, breed, name, and description:

Tenant Vehicles:

Make _____ Model _____ Year _____ License _____

Make _____ Model _____ Year _____ License _____

Owner/Manager's Name _____ Address: _____

Home Phone _____ Work Phone _____ Cell Phone _____

Landlord hereby certifies that the Tenant has been provided a copy of the House Rules and that the rental agreement requires compliance with the rules.

(Signature of Landlord)

Please Return to:

Notice of Tentative Fine

Unit No. _____

Owner's Name & Address of Record: _____

Description of Violation:

Provision of House Rules, Declaration or Bylaws applicable to violation:

Nature of Corrective Action Required:

Date(s) of any prior warning(s): _____

Amount of Proposed Fine: \$_____ per _____

Please be advised that the association intends to levy fines against you for the reported violation described above. Fines shall be tentatively assessed as additional homeowner dues immediately, and will become final thirty days after the date of this notice unless the homeowner earlier delivers a written request for hearing. If a hearing is requested, the homeowner may address the board of directors at the next regularly scheduled meeting either in person or through representative to present evidence concerning the alleged violation. The homeowner may also present written evidence in lieu of attending the hearing by delivery to the manager at least 24 hours prior to the scheduled meeting.

Hearing requests or written evidence should be delivered to:

The undersigned hereby certifies that:

- A copy of this Notice was mailed by first class mail sent to the owner's address listed in association records and reflected above on the date indicated below.
- A copy of this Notice was hand delivered to the unit on the date indicated below.

Signature of Manager

Date

