

AASGUTÚ HÍT
Douglas Highway, Juneau
RULES FOR COMMUNITY LIVING

Aasgutú Hít is a 6-unit condominium managed by the Aasgutú Hít Home Owners Association (HOA) and an elected Board of Directors. The rights of Home Owners, or unit owners, is generally governed by Alaska Statute 34.08 concerning Common Interest Ownership, and as detailed following.

This group of rules is established to guide initial operation of Aasgutú Hít, providing appropriate standards for safe and considerate living in a multi-unit building. Requirements will change over time, based on feedback and edits adopted by the Board of Directors.

Alaska law authorizes condominium/homeowner associations to take legal action against owners and/or tenants to enforce the adopted rules, and to maintain the safety and quiet enjoyment of the property. If necessary, the HOA can evict a tenant even if the owner of the unit doesn't support this action, with the costs of eviction, including legal costs, assessed against the tenant or owner. The HOA will not take such action unless there is no reasonable alternative.

Rules are intended to be simple to understand, implement, and enforce. Unless the context requires otherwise, the following definitions apply to all rules:

- " Aasgutú Hít " means the entire property of the development, including the common areas and individual units,
- "Common areas" include all exterior parking, driveways, enclosed garage, walkways, stairways, elevator, garbage areas, common utility areas, and planting areas.
- "Individual units" means the interior of residential units, their decks and individually assigned interior parking space and storage areas, as applicable.

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1. NOISE RULES

At Aasgutú Hít, the primary sources of potentially inappropriate noise are:

- parties and other gatherings, both exterior and within units
- stereos and televisions,
- musical instruments,
- barking dogs,

- power tools and hammering,
- A. Noise Level Controls and Timing:
- Noise-producing labor (such as repairs and remodeling with power tools) is allowed only between the hours of 8 a.m. and 5 p.m., Monday through Saturday, and 10 a.m. to 5 p.m. on Sunday. These hours are more limited than allowed by Juneau Municipal Code, so workers must be informed of Aasgutú Hít’s hours of operation.
- B. Prohibitions:
- The following must not be used at Aasgutú Hít, either inside a unit or outside:
 1. Amplified musical instruments (such as electric guitars).
 2. Voice amplification devices (such as microphones).
 - Residents must keep all other sound, whether inside a unit or outside, at a level that does not unreasonably disturb other residents.

2. PARKING, BICYCLES and DRIVEWAY RULES

Each individual unit is assigned one marked covered parking space. In addition, there are three outside spaces for visitor parking. There is the potential for street parking on Douglas Highway beyond the property frontage.

- A. Enclosed Parking Garage and Use:
- Six parking spaces are provided, with one interior space designated per resident on a long-term basis.
 - All parking spaces will have access to EV charging, with monthly charge, if desired, as defined elsewhere.
 - All spaces will include the potential for private storage within their designated space.
 - Common area workspace will be available for light-duty projects, so long as objectionable clutter, noise, smells, and similar effects are carefully controlled.
- B. Types of Motor Vehicles Not Permitted for Garage or Exterior Visitor Parking.
- Vehicles not in direct control of a resident.
 - Any of the following:
 1. Boats and other water vehicles.
 2. Trailers.
 3. Mobile homes.
 4. Recreational vehicles.
 5. Vans having a seating capacity of eight (8) or more persons.
 6. Trucks having a carrying capacity of one-half ton (1/2) or greater,
 7. Exception: trucks and larger vehicles are allowed for visiting commercial, professional, or emergency purposes at the exterior visitor spaces.
- C. Use of Visitor Parking

- Vehicles must not be parked in access lanes or driveway such that access to or from the garage and visitor parking is restricted.
- Visitor parking is only for invited guests of residents, emergency use, and deliveries. Residents may not park vehicles in spaces reserved for visitors.
- Visitors may not park a vehicle in the visitor parking spaces for more than 24 consecutive hours without written permission of the Association.
- A visitor space may be temporarily assigned to a resident as a second space when authorized by the Association for a defined duration of no greater than 90 days, typically to facilitate a sub-lease during the primary resident travel.

D. Maintenance and Use of Parking and Driveways

- All property must fit in the assigned storage area directly in front of the unit's assigned garage parking stall.
- Owners must keep their garage parking spaces in a neat, clean, and sanitary condition, and must promptly remove oil stains.
- Vehicle repair and maintenance of all kinds is prohibited, including, but not limited to, oil changes.

E. Bicycle Rules

- Bicycles may only be stored:
 1. in individual units or assigned garage parking areas,
 2. in an area, if any, designated by the Association for parking bicycles.

- F. Exterior Space Vehicular Damage: The Aasgutú Hít Owners' Association does not assume liability for damage or vandalism to any motor vehicle, bicycle, or personal items arising from use of exterior common portions of the property.

3. NO SMOKING and FIRE SAFETY RULES

Aasgutú Hít is a no smoking property.

A. Smoking Limitations:

- Smoking is prohibited everywhere on the property, including decks, and all indoor and outdoor common areas such as parking areas, driveways, sidewalks, stairways, and elevator.
- Smoking is permitted inside the individual units only.
- "Smoking" or "smoke" means inhaling, exhaling, breathing, carrying, using or possessing any heated or lit cigarette, cigar, pipe, waterpipe, bong, or other inhalant product, device or material containing heated or lit tobacco, marijuana, or similar chemical materials.

B. Prohibited Flammable Materials.

- Explosive materials, fireworks, and flares (other than highway flares stored in motor vehicles) are prohibited from use or storage in all areas of Aasgutú Hít.

- Flammable materials, liquids and gases must not be kept
 1. in any common area (such as parking garage, stairways, and garbage area),
 2. in individual units or individual outdoor areas, except that a liquid volume of one quart or less of paint thinner, acetone, turpentine, or other thinners, may be kept if stored in a metal container or some type of fireproof receptacle.
- In this rule, "flammable liquids and gases" includes any:
 1. liquid fuels, such as kerosene, white gas, and gasoline (other than in a gasoline tank of a motor vehicle),
 2. paint thinner, acetone, turpentine, and other thinners,
 3. propane and butane contained in barbecues, heaters, tanks or torches), and
 4. oxygen for medical purposes is permitted.

C. Mandatory Fire-Related Safety Duties

- Owners must provide their units with, and must annually inspect:
 1. At least one properly charged fire extinguisher,
 2. Smoke alarms, as required by state or municipal law, and
 3. Carbon monoxide alarms, as required by state or municipal law.
- Owners must either participate in an Association-sponsored inspection or provide the Association with proof that an inspection of all the unit's gas appliances has been carried out by the gas company or another professional inspector of gas appliances.

D. Passageways to and from Units Must Remain Clear

- All shared walkways, stairways and landings leading to the elevator and front entry of units must remain completely free of debris, boxes, bicycles, storage containers, and other stored property which would limit emergency access.
- The front entry landing areas of residential units may contain a limited amount of property, such as plantings and seating, if the installation is clean and neat, and there is maintained at least 3' of unobstructed access for firefighters and other emergency responders.

4. GENERAL RULES AND USE LIMITATIONS

A. Alterations and Remodeling

- Changes in any common areas may be made only by the Board determination and approvals.
- Changes to an individual unit must comply with applicable building codes.
- Changes to an individual unit may be started only with the advance written approval of the Board, and must be done according to conditions set by the Board, if work might
 1. change the exterior appearance of the unit or building,
 2. affect the structural integrity of the unit or building, or
 3. increase the sound levels in nearby units.
- Work in an individual unit must be done by a licensed and insured professional if the work:
 1. might affect the structural integrity of the unit or building, or

2. involves water, gas, electrical or telecommunication lines within the exterior walls of the unit or building.

- Changes not in compliance with these rules must be corrected or removed, at the Board's direction, and at the unit owner's expense within 30 days.
- As used in this rule, "changes" means alterations, remodeling and other modifications to a unit, building or other structure.

B. Building Modifications:

- No exterior modifications shall be made to any portion of the facility without express written direction and approval by the Board.
- Radio, video or television antennae or satellite dish (including for ham radios) may not be installed.

C. Plants on Decks

- Plants or other vegetation may be kept on a unit's deck or walkway, with access limits as discussed elsewhere, only if kept in pots or other containers which allow sufficient airflow between the bottom of the pot and the deck to prevent water damage or rot. The Board will inspect the decks from time-to-time to determine if damage has occurred.

D. Exterior Site Improvements Use and Privileges

- Improved site landscape areas are generally available for group use, defined as residents and invited guests, from 10:00 a.m. until 10:00 p.m.
- Individual resident use of any exterior areas is not limited, so long as general courtesy and common sense are used, and reasonable privacy expectations for other residents are met.

E. Prohibited Commercial Activities:

- Activity of a commercial or business nature is prohibited at Aasgutú Hít. Such services are defined as activities where multiple clients or customers visit, or activities with significant physical impact. Examples include:
 - food preparation for commercial use.
 - selling or bartering items, except that yard sales are permitted with the written approval of the Association and posted in the elevator lobby.
 - The rule against selling does not prohibit residents from intermittent and limited sales, such as a motor vehicle or a piece of furniture.
 - The rule against commercial activity does not limit the ability of residents to perform professional services, create art, work remotely, or similar pursuits which do not trigger impacts on other residents.

F. Pets

- No animals, livestock or poultry of any kind may be raised, bred or kept at Aasgutú Hít except:
 1. aquatic animals within an aquarium with a capacity of 45 gallons or

less, or

2. pets, defined as a domesticated dog, cat, or bird, when specifically approved in writing by the Board.

- Only two (2) pets and two (2) aquariums may be kept in each individual unit.
- The Board may declare a pet or aquarium to be a nuisance due to noise, threatening or frightening behavior, injury to persons or property, odor, soiling of the common areas, pests (such as rodents, flies, ticks, mites or fleas) or disease. Any other inappropriate condition also may be grounds to declare a pet or aquarium a nuisance if the resident has been given reasonable notice.
- If a pet or an aquarium is declared to be a nuisance by the Board, the resident must remove the pet or aquarium immediately or as otherwise directed by the Board.
- Pet owners must clean up any litter or fecal matter left by their pet in common areas.

G. Garbage

- Household garbage and recyclables (other than hazardous or large items) shall be deposited in the appropriate containers at the front of the property.
- Mixed recyclables include paper, cardboard, most plastics, aluminum and steel cans. Glass is not allowed and is treated as standard waste.
- The following items may not be deposited in the garbage containers, and shall be disposed of appropriately by the individual residents:
 1. Hazardous household items (such as batteries, fluorescent bulbs, paint, motor oil, computers and monitors).
 2. Large items (such as appliances, tires, mirrors, plate glass, mattresses and furniture).

H. Damage and Repair Cost Responsibility:

- Residents must reimburse the Association or the owner of an individual unit for the full cost of any damage to the common areas (for example, building exterior, parking structure, and plantings); or to individual units, caused by the resident or by an agent, pet, guest or family member, even if the resident is not directly at fault.
- The Owners Association strongly recommends that residents obtain a policy for homeowner's insurance.

5. RENTING UNITS

A. All units in Aasgutú Hít are owned, with acknowledgement of these rules at the time of purchase. It is anticipated that individual Owners, from time to time, may be absent from the property, and may choose to rent the unit in their absence. Unit rentals shall be governed by the following stipulations:

- Aasgutú Hít is a residential condominium development, with an expectation that the Owner typically resides in the unit.

- Nonetheless, Owners reserve the right to rent units, so long as the term of rental meets the governing documents which prohibit rental tenancies of less than thirty (30) days.
- Renters shall obtain and sign a copy of these rules, and by so doing, acknowledge and recognize the Association's power to enforce the rules.
- The governing documents of Aasgutú Hít limit the number of persons permanently residing in a unit to four (4) persons, including a rental period.

B. Owners who rent their units:

- must make these rules part of the renter's lease obligations,
- must provide the Association with a copy of the form on the next page (or a form with similar information), signed and dated by their renter within ten (10) days of the signing of a new lease, with the following information for the property manager:
 1. Name of the renter, and names of all occupants of the unit,
 2. Date the renter began occupancy, and the duration of the lease,
 3. Telephone number for the renter, and
 4. Email address for the renter.

6. ORGANIZATION AND ADMINISTRATION

Sec. 34.08.310. Organization of unit owners' association, or HOA.

An association of unit owners must be organized no later than the date on which the first unit in the common interest community is conveyed. The membership of the association at all times consists exclusively of all unit owners.

Sec. 34.08.320. Powers of unit owners' association.

(a) The HOA may

- (1) adopt and amend bylaws and rules and regulations;
- (2) adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from unit owners;
- (3) hire and discharge managing agents and other employees, agents, and independent contractors;
- (4) institute, defend, or intervene in litigation or administrative proceedings or seek injunctive relief for violations of its declaration, bylaws, or rules in its own name on behalf of itself or two or more unit owners on matters affecting the common interest community;
- (5) make contracts and incur liabilities;
- (6) regulate the use, maintenance, repair, replacement, and modification of common elements;

- (7) cause additional improvements to be made as a part of the common elements;
- (8) acquire, hold, encumber, and convey in its own name any right, title, or interest to real estate or personal property, except that common elements in a condominium may be conveyed or subjected to a security interest only under [AS 34.08.430](#).
- (9) grant easements, leases, licenses, and concessions through or over the common elements;
- (10) impose and receive a payment, fee, or charge for the use, rental, or operation of the common elements, other than limited common elements described in [AS 34.08.100](#)(2) and (4), and for services provided to unit owners;
- (11) impose a reasonable charge for late payment of assessments and, after notice and an opportunity to be heard, levy a reasonable fine for a violation of the declaration, bylaws, rules, and regulations of the association;
- (12) impose a reasonable charge for the preparation and recording of an amendment to the declaration, the filing and recording of a plat or plan that accompanies an amendment, resale certificate required by [AS 34.08.590](#), or a statement of unpaid assessments;
- (13) provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;
- (14) assign its right to future income, including the right to receive common expense assessments, but only to the extent the declaration expressly permits the assignment;
- (15) exercise any other powers conferred by the declaration or bylaws;
- (16) exercise any other power that may be exercised in the state by a legal entity of the same type as the association; and
- (17) exercise any other power necessary and proper for the governance and operation of the association.

Sec. 34.08.330. Executive board members and officers.

- (a) Except as provided in the declaration (developer's statement of sales terms), the bylaws, or other provisions of this chapter, the executive board may act in all instances on behalf of the association. In the performance of their duties, the officers and members of the executive board are required to exercise the care required of fiduciaries of the unit owners.
- (b) The executive board may not act on behalf of the association to amend the declaration, to terminate the common interest community, or to elect members of the executive board or determine the qualifications, powers and duties, or terms of office of executive board members, but the executive board may fill vacancies in its membership for the unexpired portion of a term.
- (c) Within 30 days after adoption of a proposed budget for the common interest community, the

executive board shall provide a summary of the budget to each unit owner, and shall set a date for a meeting of the unit owners to consider ratification of the budget not less than 14 nor more than 30 days after mailing of the summary. Unless at that meeting a majority of all unit owners or any larger vote specified in the declaration reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the unit owners continues until the unit owners ratify a budget proposed by the executive board.

(d) Subject to (e) of this section, the declaration may provide for a period of declarant (developer) control of the association, during which a declarant may appoint and remove the officers and members of the executive board. Regardless of the period provided in the declaration, a period of declarant control terminates no later than 60 days after conveyance of 75 percent of the units that may be created to unit owners other than a declarant. A declarant may voluntarily surrender the right to appoint and remove officers and members of the executive board before termination of the period established in this subsection, but in that event the declarant may require, for the duration of the period of declarant control, that specified actions of the association or executive board, as described in a recorded instrument executed by the declarant, be approved by the declarant before they become effective.

(e) Not later than 60 days after conveyance of 25 percent of the units that may be created to unit owners other than a declarant, at least one member and not less than 25 percent of the members of the executive board must be elected by unit owners other than the declarant. Not later than 60 days after conveyance of 50 percent of the units that may be created to unit owners other than a declarant, not less than one third of the members of the executive board must be elected by unit owners other than the declarant.

(f) Before the termination of declarant (developer) property control, the unit owners shall elect an executive board. The executive board consists of at least three members. The executive board must be unit owners. The executive board shall elect the officers. The executive board members and officers take office upon election.

(g) Notwithstanding any provision of the declaration or bylaws to the contrary, following notice under [AS 34.08.390](#), the unit owners, by a two-thirds vote of all persons present and entitled to vote at a meeting of the unit owners at which a quorum is present, may remove a member of the executive board with or without cause.

Sec. 34.08.340. Transfer of association control.

(a) Simultaneous with the termination of declarant control, the unit owners shall accept control of the common interest community. At the same time, the declarant shall deliver to the common interest community all property of the unit owners and of the common interest community held or controlled by the declarant including, but not limited to:

(1) the original or a photocopy of the recorded declaration and each amendment to the declaration; if a photocopy is provided, it shall be certified by affidavit of the declarant, or an officer or agent of the declarant, as being a complete copy of the actual recorded declaration;

(2) a certified copy of the common interest community articles of incorporation, trust or partnership agreement;

- (3) a copy of the bylaws;
- (4) the minute books, including all minutes, and other books and records of the common interest community;
- (5) the rules and regulations that have been adopted;
- (6) resignations of officers and members of the executive board who are required to resign because the declarant is required to relinquish control of the common interest community;
- (7) the financial records, including financial statements of the common interest community, and source documents since the incorporation of the common interest community through the date of turnover;
- (8) common interest community funds or control of the funds of the common interest community;
- (9) all tangible personal property that is property of the common interest community, represented by the declarant to be the property of the association or ostensibly the property of the association and an inventory of the property;
- (10) a copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the common interest community and in the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the declarant or an architect or engineer authorized to practice in the state that the plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the common interest community property and for the construction and installation of the mechanical components serving the improvements;
- (11) insurance policies;
- (12) copies of any certificates of occupancy that may have been issued for the common interest community property;
- (13) any other permits issued by governmental bodies applicable to the common interest community property in force or issued within one year before the date the unit owners other than the declarant take control of the common interest community;
- (14) all written warranties of the contractor, subcontractors, suppliers, and manufacturers, if any, that are still effective;
- (15) a roster of unit owners and their addresses and telephone numbers, if known, as shown on the declarant's records;

(16) leases of the common elements and other leases to which the association is a party;

(17) employment contracts or service contracts in which the common interest community is one of the contracting parties or service contracts in which the common interest community or the unit owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service;

(18) all other contracts to which the common interest community is a party.

(b) The records shall be reviewed by an independent certified public accountant. The minimum report required is a review in accordance with generally accepted accounting standards as defined by regulation by the Board of Public Accountancy. The accountant performing the review shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for the common interest community purposes and the billings, cash receipts, and related records to determine that the declarant was charged and paid the proper amounts of assessments.

(c) Before the transfer of control from the declarant to the association, an inspection of the common areas and limited common areas subject to the association's control shall be completed by a registered engineer, architect, or land surveyor;

(d) A report shall be prepared indicating the incomplete work and repairs needed and the method of completing the work and making the repairs. The transfer of control to the association shall be based upon the declarant's obligation to complete all repairs and finish all incomplete work within a reasonable time after transfer of control under representations in the public offering statement.

FORM FOR COMPLIANCE WITH RULES FOR LANDLORDS AND RENTER
ACKNOWLEDGMENT

Owner's Name: _____ Unit Number: _____

Full Name of Renter: _____

Full Name of Each Additional Occupant:

Date occupancy begins and ends: _____

Duration of lease: _____

Renter's mobile telephone: _____

Renter's email address: _____

ACKNOWLEDGMENT

I have received both written and electronic copies of the Aasgutú Hít Rules for Community Living. As set out by Conditions and Restrictions of the Aasgutú Hít Owners' Association, by becoming a renter, I agree to be bound by the Rules for Community Living, and I recognize and accept the right and power of the Association to evict a renter or take other lawful action for any violation of these Rules.

Acknowledged: _____
Signature of renter Date