

**TERRACE SIXTEEN CONDOMINIUM ASSOCIATION
COVENANTS, CONDITIONS, & RESTRICTIONS
ENFORCEMENT**

WHEREAS, Alaska Statutes, Section 34.08.320 (a) (11) provides that associations may, "after notice and an opportunity to be heard, levy a reasonable fine for violation of the declarations bylaws, rules, and regulations of the association" and

WHEREAS, certain provisions in these CCR's are more often violated than others, the following sections are printed specifically, but are not intended to exclude any of the other provisions therein:

Article XXV, Use Restrictions.

A. Nuisances. No noxious or offensive activities shall be carried on upon the project. The Association, acting through the Board of Directors, shall determine in its sole discretion but in a reasonable and lawful manner, what constitutes a noxious or offensive activity. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a unit and its contents, shall be placed or used in any such unit. No loud noises shall be permitted on the project, and the Board of Directors of the Association shall have the right to determine if any noise or "activity producing" noise constitutes a nuisance. No owner shall permit or cause anything to be done or kept upon the project which will increase the rate of insurance thereon, or which will obstruct or interfere with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a residence.

B. No Signs. No signs, posters, displays, or other advertising devices of any character shall be erected or maintained on, or shown or displayed from, a unit without prior written approval having been obtained from the Board of Directors of the Association; provided, 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. Address, identification signs and mail boxes shall be maintained by the Association. The Board of Directors may summarily cause all unauthorized signs to be removed and destroyed. This section shall not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the units.

C. Outside Installations. No basketball standards or fixed sports apparatus shall be attached to any unit without the prior written approval of the Board of Directors.

D. Pet Regulations. No animals, livestock or poultry shall be kept on the project, except that domestic dogs, cats, fish and birds in inside cages may be kept as household pets within any unit provided they are not kept, bred, or raised therein for commercial purposes, or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall be deemed to limit the number of dogs, cats and birds to two (2). The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Directors of the Association, a nuisance to any other owner. Dogs and cats belonging to owners, occupants, or their licensees or invitees within the property must be either kept within an enclosure, an enclosed balcony, or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Board of Directors of the Association. Should any dog or cat belonging to an owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant (or other occupant or owner within the project), or a person designated by them to do so, to a pound under the jurisdiction of the local municipality in which the property is situated and subject to the laws and rules governing said pound, or, to a comparable animal shelter. Furthermore, any owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees, for any damage to persons or property caused by any pets brought or kept upon the project by an owner, or by members of his family, guests, licensees or invitees.

E. Business or Commercial Activity. No business or commercial activity shall be maintained or conducted from or about any unit except that Declarant, or a person designated by the Association as the Agent of the Association for purposes of managing the project, may maintain management offices and facilities in a unit or in a temporary structure constructed on the project. Provided, however, that professional and administrative occupations may be carried on within units so long as there exists no external evidence thereof.

F. Temporary Structures. No temporary structures, boat, truck, trailer, camper or recreational vehicle of any kind shall be used as a living area while located on the project; however, trailers or temporary structures for use incidental to the initial construction of the improvements on the project may be maintained thereon; but shall be removed within a reasonable time upon completion of construction on the project.

G. Rubbish Removal. Trash, garbage, or other waste shall be disposed of only by depositing same, wrapped in a secure package, into designated trash containers; but this provision shall not prevent the use of garbage disposals. No owner shall permit or cause any trash or refuse to be disposed of on any portion of the project subject to this Declaration. No portion of the project shall be used for the storage of building materials, refuse or any other materials other than in connection with approved construction. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles therefore.

H. Trees. No trees may be removed from the Project without written consent from the Board of Directors of the "Association". It is the intent of this provision that all owners shall do their utmost to maintain the trees and the natural wooded surroundings of the project.

I. Renting - Leasing. With the exception of a lender in possession of a condominium unit following a default on a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner shall be permitted to rent or lease a unit for transient or motel purposes nor rent for a period of less than thirty (30) days. No unit owner may lease or rent less than the entire condominium unit. Any lease or rental agreement shall provide that the terms thereof shall be subject in all respects to the provisions of the Declaration and the Bylaws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease or rental agreement. All leases and rental agreements shall be required to be in writing.

J. Prohibited Work. No unit owner may do any work which will jeopardize the soundness or safety of the property, reduce its value, or impair any easement or hereditament, without the unanimous written consent of all of the other unit owners being first obtained, as well as the written consent of one hundred percent (100%) of the holders of first mortgages covering all or a portion of the project. Without in any way limiting the foregoing, the puncture of any wall or floor which forms all or a part of a floor or wall separating two units is expressly prohibited.

M. Without limited anything else herein contained, waterproof pans shall be installed on the floor surface immediately below any clothes washer installed in a unit.

TERRACE 16 CONDOMINIUM ASSOCIATION
Administrative Resolution #1
Assessments and Collections

WHEREAS, the Bylaws of TERRACE 16 Condominium Association, Inc., in Article VI, Section 1(A), provides that the Board of Directors shall have the powers and duties "To adopt and publish rules and regulations governing the use of the common areas and facilities"; and in Section 1(C), "Do all things necessary for the administration of the affairs of the Association and the administration of the project", and

WHEREAS, the Declaration for TERRACE 16 Condominium Association, in Article 12, Section D, provides that "The Board of Directors of the Association shall have the power, authority and duty to enforce collection of all regular and special assessments"; and

WHEREAS, the Declaration provides, in Articles 12, Section A, provides that "each owner of a condominium unit in this project is required to contribute toward the common expense of administration of the project by the payment of annual and special assessments", and that the "common expenses shall be allocated and assessed against each condominium unit and owner thereof according to the percentage of individual interest in the common areas and facilities", and that "the assessments against any condominium unit, with interest, costs and reasonable attorney fees, shall be a continuing lien upon any such condominium unit until paid in full", and that "each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the owners of each condominium unit at the time the assessment fell due", and

WHEREAS, in Article 12, Section B of the Declaration further provides that "the regular assessments against each condominium unit and owner shall be due and payable one-twelfth (1/12) monthly", and, in Section D, "delinquency in the payment of a monthly installment due on a regular or special assessment for a period of thirty (30) days shall allow the Board of Directors of the Association to require full payment of the entire such assessment and to take appropriate action to collect same", 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 assessments:

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

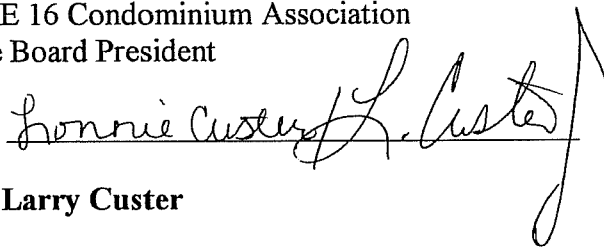
1. Each monthly installment of the annual assessment is due and payable on the first day of each month and is delinquent after 30 days.

TERRACE 16 CONDOMINIUM ASSOCIATION
Administrative Resolution #1
Assessments and Collections

2. Accounts which become delinquent will be assessed a fifty dollar (\$50.00) late charge on the last day of the month. An additional fifty-dollar (\$50.00) charge will be made each month thereafter until the account is paid current.
3. On past due accounts, a Notice of Delinquency letter will be sent when an account is 30 days past due, and a 10-Day Demand letter will be sent when an account is 60 days past due. Demand letters will be sent every month until the account accrues \$850 (eight hundred and fifty). An administrative fee of \$15.00 (fifteen) will be charged for each of the Demand Letters and will be added to the account's delinquent balance.
4. In addition to the late charge, delinquent accounts will be charged interest at the maximum allowable by law rate 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.
5. Small Claim action will be initiated on any account which becomes delinquent in excess of \$850 (eight hundred and fifty). After a judgement has been obtained, execution will be initiated through an appropriate legal channel.
6. On past due accounts, foreclosure proceedings may be initiated under the provisions of AS 34.008.470 or other applicable Alaska Statutes in a timely fashion so that the collection rights of the Association will be effectively protected.
7. Administrative and legal costs to the association for collection action shall be charged to the delinquent owner as a special assessment against that unit.

TERRACE 16 Condominium Association
Executive Board President

Signature



Date

9-14-99

Name **Larry Custer**

Effective: 3-9-99

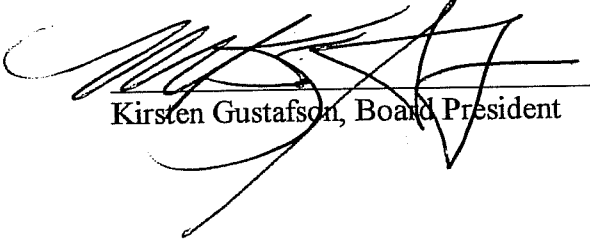
TERRACE SIXTEEN CONDOMINIUM ASSOCIATION
Administrative Resolution #1
Barbecue Grills

WHEREAS, the Bylaws of Terrace Sixteen Condominium Association, Inc., in Article VI, Section 2.A., provides that the Board of Directors shall have the powers and duties “[t]o adopt administrative rules and regulations governing the use of common areas and facilities”; and

WHEREAS, it is the intent of the Board of Directors to prohibit gas barbecue grills in the building:

Now THEREFORE, BE IT RESOLVED:

1. Storage and use of gas barbecue grills is prohibited on the unit decks.
2. The owners must comply by March 1, 2001 by removing gas barbecue grills from the decks.
3. The Board of Directors will not assume any future liability associated with gas barbecue grills on the decks.


Kirsten Gustafson, Board President