# AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RESERVATION OF EASEMENTS AND CONDOMINIUM PLAN PURSUANT TO THE HORIZONTAL PROPERTY REGIMES ACT OF THE STATE OF ALASKA HAMPTON PLACE CONDOMINIUM

Book 147--Pages 0938-1970

The amended Articles shall be removed and replaced by the following:

# AMENDMENT TO ARTICLE I. SECTION 12 Page 4

Section 12. "Association" shall mean the Hampton Place Condominium Association. After the original declarant has transfered title to all of the units of the project, any and all rights and obligations of the original declarant are deemed to transfer to the Association.

# AMENDMENT TO ARTICLE VI. SECTION 2 Page 15

Section 2. Delinquencies. There shall accrue with each delinquent assessment, an additional assessment of a late charge of five percent (5%) of the delinquent amount due or twenty five and no/hundredths dollars (\$25.00) per month, whichever is greater. A twenty and no/hundredths dollars (\$20.00) charge will be made for each returned check.

# AMENDMENT TO ARTICLE VI, SECTION 3 Page 15

Section 3. Liens, Enforcements. The Association has a statutory lien on a condominium unit for any assessment levied against the unit or fines imposed against its unit owner from the time the assessment or fine becomes due. The charges, late charges, fines and interest charged pursuant to this declaration or Alaska law are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. A lien under this section is prior to all other liens or encumbrances on a unit except those which, by virtue of A.S. 34.08.470, take priority by operation of law. Recording of this declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this section is required.

# HAMPTON PLACE CONDOMINIUM AMENDMENT TO DECLATION OF COVENANTS

### AMENDMENT TO ARTICLE XII. SECTION 2 Page 23

Section 2. Severability: The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision. Nothing in these provisions is intended to be in conflict with the laws of the State of Alaska. Therefore, any changes, additions or revisions in the laws of the state of Alaska pertaining to common interest ownership of real property, including the provisions of the Alaska Uniform Common Interest Ownership Act, are incorporated herein by reference as they may affect or update any of these provisions. To the extent there is a conflict between the provisions of the Alaska Horizontal Property Regimes Act and the Alaska Uniform Common Interest Ownership Act, the Alaska Uniform Common Interest Ownership Act, the Alaska Uniform

# HAMPTON PLACE CONDOMINIUM AMENDMENT TO BYLAWS

# AMENDMENT TO ARTICLE III SECTION 3, Page 3

Section 3. Annual Meetings. The annual meeting of the Association shall be held between September 15 and October 15 of each year. At such meetings, there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these bylaws. The ownders may also transact such other business of the Association as may properly come before them.

#### CERTIFICATE OF SECRETARY

- I, the undersigned, do hereby certify that:
- (1) I am the duly elected and acting Secretary of Hampton Place Condominium, an Alaska nonprofit corporation; and.
- (2) The foregoing Amendments to the Covenants and Bylaws of the corporation duly adopted at the Annual meeting of the Association duly held on <u>October 11, 1988</u>

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation this 17 // day of afril ,1989.

Juaneta M Bracen
SECRETARY

(SEAL)

Juanita M. Braun did appear before me this 17th day of April, 1989

Notary for the State of Alaska My commission expires 8-16-89