

24. CHANGES OR MODIFICATIONS BY THE DECLARANT: Before the election of the first Board of Directors of the Association as provided for, herein, or the Bylaws of the Association, the Declarant shall have the right to change or modify any or all of the terms, restrictions and covenants herein contained, or contained in the Bylaws of the Association, which changes or modifications shall be effective upon the recording thereof; provided, that no change or modification of this Declaration shall be made without the prior written approval of all Holders of first Mortgages on any part of the Project; and provided further no substantial change shall be made between the time of execution and delivery of an agreement of purchase and sale to a purchaser and closing without consent of the purchaser or providing such purchaser the written opportunity to rescind the purchase agreement and have returned any deposit such purchaser has made.

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USE RESTRICTION:*House Rules*

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 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 the rights of other Owners. Each Owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to occupancy and use of residences.

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 section shall not apply to any sign or notice of customary and reasonable dimension which states that a Condominium Unit is for rent or sale. 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 sale of 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 domestic fish and birds in appropriate inside aquariums or cages, and dogs and cats 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/or birds to two (2). The Association shall have the right to prohibit maintenance of any animal or bird which constitutes, in the opinion of the Directors of the Association, a nuisance to any Owner. Dogs and cats belonging to Owners, or occupants of Units, and their invitees shall be kept within a Unit, or on an enclosed deck, or on a leash being held by a person capable of controlling the animal. Any dog or cat not so kept may be removed to a pound under the jurisdiction of the Anchorage Municipality, or to a comparable animal shelter, by any Owner or occupant of a Unit, by the Declarant, by any member of the Board of Directors of the Association, by persons designated by the Board of Directors to do so and by agents and employees of property management firms engaged to manage the Project.

E. Business or Commercial Activity. No business or commercial activity shall be maintained or conducted from or about any Unit or portion of the Project except that Declarant shall be permitted to maintain upon such portion of the Project as Declarant may choose such facilities as Declarant shall determine to be reasonably required, convenient or incidental to the sale of Condominium Units and Declarant, and individuals and entities engaged by the Association for purposes of managing the Project, may maintain management offices and facilities within a Unit. Professional and administrative occupations may be carried on within a Unit 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.

G. Rubbish Removal. Trash, garbage, or other waste shall be disposed of only by depositing same, wrapped in a secure package, into designated trash receptacles. No Owner shall permit or cause any trash or refuse to be disposed 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 therefor.

H. Renting - Leasing. With the exception of an institutional lender in possession of a Condominium Unit following default on a mortgage or deed of trust, a foreclosure proceeding or deed or other arrangement in lieu of foreclosure, no owner shall rent or lease a Unit for a term 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 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 in writing.

I. 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 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 a wall or floor which forms all or part of a wall separating Units is expressly prohibited.

J. Modifications or Additions to Common Areas. No structures, additions, buildings, fences or any other items shall be placed upon the spaces designated as Common Areas, including those exterior Common Areas designated as Limited Common Areas, without the prior written consent of the Board of Directors of the Association, and any such consent shall be revocable at any time, with or without cause.

K. House Rules. The Board of Directors of the Association may from time to time adopt, modify, and revoke, in whole or in part, such reasonable rules and regulations, to be called House Rules, governing the conduct of persons on said Project as it may deem necessary. Such House Rules, upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each Owner and shall be binding upon all members of the Association and occupants of the Condominium Buildings.