

## TERRACE 21 CONDOMINIUM DECLARATION

## EXHIBIT "A"

DESCRIPTION OF UNITSA. Location and Description:

UNIT 1: This Unit has two levels and is located at the southeasterly corner of the Condominium Building in Level 1 South and Level 2 South. The lower level of this Unit is approximately 1,284 square feet, and contains one bedroom, a walk-in closet, a full bath, a study, two storage closets, a laundry room and a recreation room. The upper level is approximately 1,184 square feet, and contains a living/dining area, a den, two bedrooms, a kitchen, a full bath, and a three-quarter bath.

UNIT 2: This Unit has two levels and is located immediately west of Unit 1 in Level 1 South and Level 2 South of the Condominium Building. The lower level of this Unit is approximately 1,226 square feet, and contains one bedroom, a walk-in closet, a full bath, three storage closets, a laundry room and a recreation room. The upper level of this Unit is approximately 1,180 square feet and contains a living room, a dining room, two bedrooms, a kitchen, a full bath and a three-quarter bath.

UNIT 3: This Unit has two levels and is located immediately west of Unit 2 in Level 1 South and Level 2 South of the Condominium Building. The lower level is approximately 1,226 square feet, and contains one bedroom, a walk-in closet, a full bath, three storage closets, a laundry room and a recreation room. The upper level is approximately 1,180 square feet and contains a living room, a dining room, two bedrooms, a kitchen, a full bath and a three-quarter bath.

UNIT 4: This Unit has two levels and is located in the southwesterly corner of the Condominium Building at Level 1 South and Level 2 South. The lower level of this Unit is approximately 911 square feet, and contains one bedroom, a walk-in closet, a full bath and a laundry room. The upper level is approximately 941 square feet, and contains a master bedroom, a kitchen, a three-quarter bath, a living room and a dining room.

UNIT 5: This Unit is located in the Southeasterly corner of the Condominium Building at Level 3 South above Unit 1. It is approximately 1,204 square feet and contains a living/dining area, a den (study), two bedrooms, kitchen, walk-in closet, laundry room, a full bath and a three quarter bath.

UNIT 6: This Unit is located immediately West of Unit 5 in Level 3 South of the Condominium Building and is approximately 1,207 square feet. It contains two bedrooms, a living room, a dining room, a kitchen, a study, a three quarter bath, a full bath, a laundry room and a walk-in closet/storage area.

UNIT 7: This Unit is located immediately West of Unit 6 in Level 3 South of the Condominium Building and is approximately 1,207 square feet. It contains two bedrooms, a living room, a dining room, a kitchen, a study, a three

quarter bath, a full bath, a laundry room and a walk-in closet/storage area.

UNIT 8: This Unit is located at the Southwesterly corner of the Condominium Building at Level 3 South and is approximately 949 square feet. It contains one bedroom, a den (study), a kitchen, a living/dining area and a full bath.

UNIT 9: This Unit is located at the Southeast corner of Level 4 South of the Condominium Building and is approximately 1,344 square feet. It contains two bedrooms, a kitchen, a den, a living/dining area, laundry room, walk-in closet, a full bath and a three quarter bath.

UNIT 10: This Unit is located East of the "Lobby" at Level 4 North of the Condominium Building. It is approximately 1,255 square feet and contains two bedrooms, a living/dining area, a kitchen, laundry room, walk-in closet, a full bath and a three quarter bath.

UNIT 11: This Unit is located at Level 4 South of the Condominium Building immediately West of Unit 9. It is approximately 1,234 square feet and contains two bedrooms, a living/dining area, a kitchen, laundry room, dinette, full bath and a three quarter bath.

UNIT 12: This Unit is located West of the "Lobby" in Level 4 North of the Condominium Building. It is approximately 1,184 square feet and contains two bedrooms, a living/dining area, a kitchen, laundry room, closets, a full bath and a three quarter bath.

UNIT 13: This Unit is immediately West of Unit 11 in Level 4 South of the Condominium Building and is approximately 1,234 square feet. It contains two bedrooms, a living/dining area, a kitchen, laundry room, dinette, full bath and a three quarter bath.

UNIT 14: This Unit has two levels, and is located in the southwesterly corner of the Condominium Building in Level 4 South and Level 5 South. The lower level of this Unit is immediately west of Unit 13, is approximately 1,000 square feet, and contains a master bedroom, a full bath, a laundry room, a kitchen, a living room and a dining room. The upper level of this unit at Level 5 South of the Condominium Building is approximately 646 square feet and contains a recreation room and full bath.

UNIT 15: This Unit is located at the Southeast corner of Level 5 North of the Condominium Building and is approximately 1,169 square feet. It has a living room, a dining room, a laundry room, walk-in closet, two bedrooms, a full bath and a three quarter bath.

UNIT 16: This Unit has two levels and is located at the Northeasterly corner of the Condominium Building in Level 5 North and Level 6 North. The lower level of this Unit is approximately 789 square feet and contains two bedrooms, a lobby, a full bath, a three-quarter bath, a laundry room and closet space. The upper level is approximately 500 square feet and contains a living room, a dining room and a kitchen.

UNIT 17: This Unit has two levels and is located immediately West of Unit 16 at Level 5 North and Level 6

North of the Condominium Building. The lower level of this Unit is approximately 789 square feet and contains two bedrooms, a lobby, a full bath, a three-quarter bath, a laundry room and closet space. The upper level is approximately 500 square feet and contains a living room, a dining room and a kitchen.

UNIT 18: This Unit is located immediately West of Unit 15 at Level 5 North of the Condominium Building and is approximately 1,176 square feet. It contains two bedrooms, a kitchen, a dining room, a living room, a full bath, a three quarter bath and a laundry room.

UNIT 19: This Unit is located immediately West of Unit 18 at Level 5 North of the Condominium Building and is approximately 1,346 square feet. It contains one bedroom, a kitchen, a full bath, a sauna, a living room, a dining room, a den, and closet space.

UNIT 20: This Unit has two levels and is located immediately East of Unit 21 at Level 5 North and Level 6 North of the Condominium Building. The lower level of this Unit is approximately 789 square feet and contains two bedrooms, a lobby, a full bath, a three-quarter bath, a laundry room and closet space. The upper level is approximately 500 square feet and contains a living room, a dining room and a kitchen.

UNIT 21: This Unit has two levels and is located at the Northwesterly corner of the Condominium Building in Level 5 North and Level 6 North. The lower level of this Unit is approximately 789 square feet and contains two bedrooms, a lobby, a full bath, a three-quarter bath, a laundry room and closet space. The upper level is approximately 500 square feet and contains a living room, a dining room and a kitchen.

B. Access of Units to Common Areas

1. Units 1, 2, 3 and 4: The immediate Common Area to which each of these Units has access is a "Common Area" Corridor located at the North end of the upper level of each.

2. Units 5, 6, 7 and 8: The immediate Common Area to which each of these Units has access is a "Common Area" Corridor located at the North end of each.

3. Units 10 and 12: The immediate Common Area to which Unit 10 has access is the Common Area Lobby West of the Unit at Level 4 North of the Condominium Building. The immediate Common Area to which Unit 12 has access is the Common Area Lobby East of the Unit at Level 4 North of the Condominium Building.

4. Units 9, 11, 13 and 14: The immediate Common Area to which each of these Units has access is a "Common Area" Corridor located at the North end of each.

5. Units 15, 18 and 19: The immediate Common Area to which each of these Units has access is a "Common Area" Corridor located North of each.

6. Units 16, 17, 20 and 21: The immediate Common Area to which each of these Units has access is a "Common

BOOK

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PAGE 0977

Area\* Corridor located at the South end of the lower level  
of each.

LAW OFFICES OF  
KAY, CHRISTIE, FULD,  
SAVILLE & COFFEY  
2500 DENALI, SUITE 1200  
ANCHORAGE, AK 99503  
(907) 276-4335

## TERRACE 21 CONDOMINIUM DECLARATION

## EXHIBIT "B"

DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES

The "Limited Common Areas and Facilities" for this "Project" and the "Condominium Units" to which their use is reserved are as follows:

1. Decks: Each of the 21 "Units" in this "Project" has immediate access to an exterior Deck adjacent to it, which is reserved for the use of that "Unit" to the exclusion of all other "Units" in the "Project." Such Decks are identified on the "floor plans and survey maps" filed contemporaneously with the recording of this "Declaration" by the word "Deck" followed by the "Unit" number of the "Unit" to which such "Limited Common Area" is appurtenant.

The Decks for "Units" 1 and 2 are adjacent to the Southeasterly part of the upper level of such Units. The Decks for Units 3 and 4 are adjacent to the Southwesterly part of the upper level of each. The Decks for Units 5 and 6 are adjacent to the Southeasterly part of such Units. The Decks for Units 7 and 8 are adjacent to the Southwesterly part of such Units. The Decks for Units 9 and 11 are adjacent to the Southeasterly part of such Units. The Deck for Unit 13 is adjacent to the Southwesterly part of such Unit. The Deck for Unit 14 is adjacent to the Southwesterly part of its lower level. The Decks for Units 15, 18 and 19 are adjacent to the Southerly part of such Units. The Decks for Units 16, 17, 20 and 21 are adjacent to the South end of the upper level of such Units. The Deck for Unit 10 is adjacent to its Southeasterly portion and the Deck for Unit 12 is located adjacent to its Southwesterly portion.

Anything elsewhere to the contrary notwithstanding, the "Owners" of Units 10, 12, 15, 16, 17, 18, 20 and 21 shall have at all times the right, power, easement and authority to enclose the "Limited Common Area" "Deck" appurtenant to each without further consent, authorization or approval of the "Association" or any party having any right, title or interest in the "Project," subject to the following conditions:

A. Only transparent glass shall be used to enclose a Deck together with necessary framing materials to hold it. Partitions between the "Limited Common Area" Decks for Units 16, 17, 20 and 21 may be wood framed and sided as high as the Southerly wall enclosing such Decks provided that all such siding shall be identical in appearance and texture to the siding of the "Condominium Building."

B. All construction shall be accomplished in a good and workmanship like manner without cost or expense to the "Association."

C. The "Owner" of each Unit the Deck of which is enclosed shall be solely responsible for the upkeep and maintenance of the glass and other materials used in enclosing the same.

D. Enclosure of Decks shall only be in accordance with applicable building codes.

E. No labor performed or materials furnished for use in connection with enclosing a "Limited Common Area" Deck shall create any rights against any other "Condominium Unit" or against

any interest in the "Common Area" except as to the undivided interest therein appurtenant to the particular "Condominium Unit." Each "Owner" causing a "Limited Common Area" Deck to be enclosed shall save, protect, hold harmless and indemnify all other "Owners" and the "Association" from and against all liability, loss or claim arising by reason of the enclosing of the deck, including without limitation the supplying of labor or materials for such enclosure.

That part of the roof of the Level 4 South section of the condominium Building east and south of the Upper level of Unit 14, and identified on the "floor plans" as "Proposed Deck and Walkway" is "Limited Common Area" reserved for the use of Unit 14 to the exclusion of all other "Units" in the "Project." Access to this Limited Common Area is via a window located in the east wall of the Unit. As a condition precedent to use and enjoyment of this "Limited Common Area," the "Owner" of Unit 14 shall cause a wooden walkway and deck platform to first be constructed on the roof surfaces which in appearance and texture shall be harmonious with the exterior of the Condominium Building. Construction of the walkway and deck, and its maintenance and use upon construction shall be subject to the following:

(a) Construction shall be in a good and workmanshiplike manner at the sole expense of the "Owner" of Unit 14.

(b) The "Owner" of Unit 14 shall be solely responsible for the construction, upkeep and maintenance of the walkway and deck and shall save, protect, hold harmless and indemnify the "Association" and all other "Owners" of and from any loss or damage to the Condominium Building or to any Unit resulting from such construction or failure to properly maintain the walkway and deck, and of and from any loss, claim or liability arising directly or indirectly out of the use thereof.

(c) Prior to construction of the walkway and deck the plans and specifications therefor must be submitted to and approved in writing by Declarant during the first 120 days following conveyance of the first "Unit" in the "Project" to an "Owner" and thereafter, such plans and specifications must be submitted to the Board of Directors of the "Association" for approval in writing. The plans and specifications shall be in such form and content and prepared by individuals having such qualifications as Declarant shall specify during the first 120 days next following conveyance of a "Unit" to an "Owner," and as the Board of Directors of the "Association" shall specify thereafter.

(d) No labor performed or materials furnished for use in connection with installation and maintenance of the walkway and deck shall create any rights against any other "Unit" or against any interest in the "Common Area" except as to the undivided interest therein appurtenant to said Unit 14.

2. Inside Parking. There are one or more inside parking stalls reserved for the use of each "Unit" in the "Project" to the exclusion of all other "Units." Twenty-two are located in a garage area at the north end of Level 3 of the Condominium Building. The eleven stalls located along the north wall of the Level 3 garage area are numbered on the "floor plans" from West to East, 1 through 11. The eleven stalls located along the south wall of the Level 3 garage area are numbered on the "floor plans" from West to East, 12 through 22. Five stalls are located in a garage area located at the north end of the

Condominium Building, west of the entry and lobby, and are numbered on the "floor plans" from West to East, 23 through 27. Five are located in a garage area at the north end of the Condominium Building east of the entry and lobby at Level 4, and are numbered on the "floor plans" from West to East, 28 through 32.

Access to each of the two garage areas located at the north end of Level 4 of the Condominium Building is through garage doors at the north end of the Condominium Building. Access to the garage area located at Level 3 of the Condominium Building is via garage doors at the west side of the Condominium Building.

The inside parking stalls reserved for the use of one "Unit" to the exclusion of all other "Units" in the "Project," at the time of the recording of this Declaration, and the "Units" to which their exclusive use is reserved, are as follows:

<u>Unit Number</u>	<u>Parking Stall Number</u>
1	21, 22
2	19, 20
3	17, 18
4	16
5	6
6	7
7	4
8	5
9	11
10	31
11	10, 25
12	24
13	26
14	13, 14
15	30
16	9, 32
17	8, 28
18	29
19	12
20	27
21	1, 23

The Unit number of the Unit to which the particular inside parking stall is reserved appears on the "floor plans" together with the parking stall number designation.

The inside parking stalls designated on the "floor plans" as stalls 2, 3 and 15, are not reserved for the use of one "Unit" to the exclusion of all other "Units" in the "Project" at the time of the recording of this "Declaration," but are in the future to be made "Limited Common Area" parking stalls reserved for the use of one "Unit" to the exclusion of all other "Units" in the "Project." Any language contained in this "Declaration" to the contrary notwithstanding, Declarant shall have, and hereby reserves the right, power and authority, to, in the future, without the consent of any "Owner" or "Mortgagee" or the "Association" or any other person or entity having or acquiring any right, title or interest in a "Condominium Unit" in this "Project," designate the "Condominium Units" to which the exclusive use of such parking stalls are reserved by execution and recording of an amended Declaration. Said amended Declaration or Declarations shall be executed only by Declarant. Until such time as such parking stalls are so made appurtenant to a particular "Condominium Unit" in the "Project," they shall be

deemed reserved for the exclusive use of "Condominium Units" owned by Declarant.

3. Outside Parking. There are nine outside parking spaces located at the north end of the land described at Article 1 of the Declaration, which are in the future to be "Limited Common Area" reserved for the use of one "Unit" to the exclusion of all other "Units" in the "Project" which are identified on the "survey maps" reading from West to East as Stall A through Stall J, excluding I. Any language contained in this "Declaration" to the contrary notwithstanding, Declarant shall have, and hereby reserves the right, power and authority, to, in the future, without the consent of any "Owner" or "Mortgagee" or the "Association" or any other person or entity having or acquiring any right, title or interest in a "Condominium Unit" in this "Project," to designate the "Condominium Units" to which the exclusive use of such parking stalls are reserved by execution and recording of an amended Declaration so specifying. Said amended Declaration or Declarations shall be executed only by Declarant. Until such time as such parking stalls are made appurtenant to a particular "Condominium Unit" in the "Project," they shall be deemed reserved for the exclusive use of "Condominium Units" owned by Declarant.

4. Storage Areas. There is one enclosed storage area reserved for the use of each "Condominium Unit" in the "Project" to the exclusion of all other "Units." The storage areas are identified on the "floor plans" by "Storage" followed by a number. Ten of these storage areas are located at the east side of Level 2 South of the "Condominium Building" north of the common area corridor. Each is approximately fourteen (14) square feet, and are numbered from West to East, 1 through 10. The storage area east of storage 10 is a part of the "Common Areas and Facilities" to be used by the "Association" and its designees in connection with maintenance of the "Project."

There are eleven storage areas located immediately south of the ten inside "Limited Common Area" parking stalls at Level 4 North of the "Condominium Building" described at 2 above. All such storage areas are approximately twenty-four (24) square feet each. On the "floor plans," these storage areas are designated by the same number as the adjacent "Limited Common Area" parking stall. The storage areas are reserved for the use of the same "Unit" that the use of the adjacent parking stall is reserved for.

The "Limited Common Area" storage area reserved for the exclusive use of Unit 9 is located at Level 4 North adjacent to the southwest corner of Unit 10, and is approximately twenty (20) square feet. It is designated as Storage 33 on the "floor plans."

The remaining storage areas and the "Units" to which their use is reserved are as follows:

<u>Unit Number</u>	<u>Stall Number</u>
1	19
2	14
3	8
4	7
5	6
6	5



7  
8  
9  
10

4  
3  
2  
1

The Unit number of the Unit to which the use of each of the storage spaces is reserved appears on the "floor plans" together with the storage space number designation.

## TERRACE 21 CONDOMINIUM DECLARATION

## EXHIBIT "C"

VALUE OF UNITS AND UNDIVIDED  
INTEREST IN COMMON AREAS AND FACILITIES

<u>Unit</u>	<u>VALUE</u>	<u>UNDIVIDED INTEREST IN COMMON AREAS</u>
1	\$144,500.00	5.80 percent
2	\$140,500.00	5.64 percent
3	\$140,500.00	5.64 percent
4	\$125,000.00	5.01 percent
5	\$111,000.00	4.45 percent
6	\$110,000.00	4.41 percent
7	\$110,000.00	4.41 percent
8	\$ 94,500.00	3.79 percent
9	\$115,500.00	4.64 percent
10	\$110,000.00	4.41 percent
11	\$114,000.00	4.57 percent
12	\$110,000.00	4.41 percent
13	\$114,000.00	4.57 percent
14	\$123,000.00	4.94 percent
15	\$118,000.00	4.73 percent
16	\$119,500.00	4.79 percent
17	\$118,500.00	4.75 percent
18	\$116,000.00	4.65 percent
19	\$121,000.00	4.85 percent
20	\$118,500.00	4.75 percent
21	\$119,500.00	4.79 percent

Return to:  
JIM CHRISTIE & ASSOCIATES  
Reginald J. Christie, Jr., Esq.  
3380 "C" Street, Suite 101  
Anchorage, AK 99503

EX02702PG 5

AMENDMENT TO DECLARATION SUBMITTING  
REAL PROPERTY TO HORIZONTAL PROPERTY REGIME

TERRACE TWENTY ONE CONDOMINIUMS

This AMENDMENT AMENDS that certain Declaration Submitting Real Property To Horizontal Property Regime for Terrace Twenty One Condominiums which was recorded in the Anchorage Recording District, Third Judicial District, State of Alaska on July 28, 1982, in Book 758, Pages 0953-0991, and is made pursuant to Article 8 and Exhibit B to said Declaration entitled, Description of Limited Common Areas and Facilities, more particularly described at paragraph no. 3, of Exhibit B at Page 0981.

Pursuant to said paragraph 3 of Exhibit B, Declarants Rudi Kaeppele and Verena Kaeppele, husband and wife, whose address is 1016 West 22nd Avenue, Anchorage, Alaska 99503, hereby designate, assign and reserve the 9 outside parking spaces located at the north end of the land described in Article 1 of the Declaration which are identified on the survey maps reading from west to east as Stall A through Stall J, excluding Stall I, as "Limited Common Area" for the exclusive use of one "Unit" to the exclusion of all other "Units" in the "Project" as follows:

<u>Stall</u>	<u>Unit #</u>
A	4
B	5
C	7
D	12
E	14
F	15
G	18
H	20
J	21

DATED: September 2, 1994.

Rudi Kaeppele  
RUDI KAEPPLE, Declarant

Verena Kaeppele  
VERENA KAEPPLE, Declarant

STATE OF ALASKA           )  
                                  ) SS.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 10 day of Sept, 1994, before me,  
the undersigned Notary Public in and for the State of Alaska, personally appeared

6

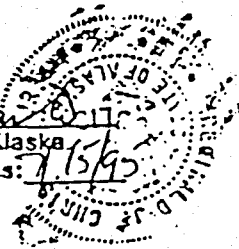
RUDI KAEPPLE, known to me to be the individual named in and who executed the foregoing instrument freely and voluntarily for the uses and purposes therein set forth.

*Ronald W. Christie*  
 NOTARY PUBLIC for Alaska  
 My Commission expires: 7/1/95

STATE OF ALASKA )  
 ) SS.  
 THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 2 day of Sept, 1994, before me, the undersigned Notary Public in and for the State of Alaska, personally appeared VERENA KAEPPLE, known to me to be the individual named in and who executed the foregoing instrument freely and voluntarily for the uses and purposes therein set forth.

*Ronald W. Christie*  
 NOTARY PUBLIC for Alaska  
 My Commission expires: 7/1/95



94-057964  
 18  
 ANCHORAGE REC. DISTRICT  
 REQUESTED BY *Jim Christie + Assoc*  
 '94 SEP 6 PM 1 43

AMENDMENT TO DECLARATION SUBMITTING  
 REAL PROPERTY TO HORIZONTAL PROPERTY REGIME  
 TERRACE TWENTY ONE CONDOMINIUMS  
 Page 2

*UP*

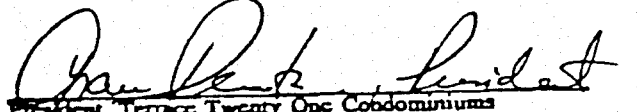
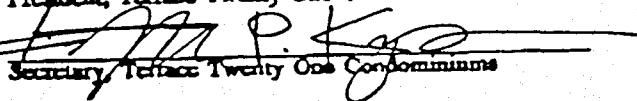
**NOTICE OF VOID AMENDMENT DECLARATION SUBMITTING REAL PROPERTY  
TO HORIZONTAL PROPERTY REGIME - TERRACE TWENTY ONE CONDOMINIUMS**

This notice is to VOID Amendment to Declaration Submitting Real Property to Horizontal Property Regime Filed by Declarants RUDI AND VERENA KAEPPLE.

The Association of Owners of Terrace Twenty One Condominiums through its Board of Directors hereby gives notice that the document recorded by the declarants on September 6, 1994 at Book 2702 Page 385-386 entitled "Amendment to Declaration Submitting Real Property to Horizontal Regime" is void.

The attempted amendment was not consented to by not less than sixty (60) percent of the unit owners as required by Alaska Statute 34.07.020 (13) and Paragraph 22E of the original declaration filed at Book 758, pages 0253-0291 filed July 26th 1982 in the Anchorage Recording District, Third Judicial District, State of Alaska. Nor does it comply with other provisions of the Declaration. Parking stalls A through H and J are part of the Common Areas of Terrace Twenty One Condominiums.

This notice recorded pursuant to Board of Directors resolution

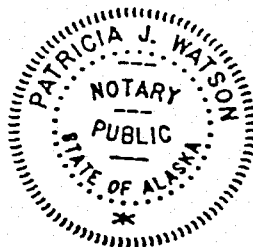
  
President, Terrace Twenty One Condominiums  
  
Secretary, Terrace Twenty One Condominiums

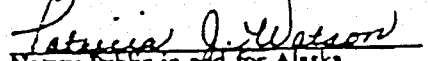
STATE OF ALASKA )

THIRD JUDICIAL DISTRICT ) ss

THIS IS TO CERTIFY that on this 31<sup>st</sup> day of OCTOBER, 1994, before me, the undersigned, Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came Grace Pleasants, President, and Christoph Kruger, Secretary, of the Terrace Twenty One Condominiums, each to me known to be the identical individuals described in and who executed the foregoing Notice of Void Amendment to Declaration and they acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31<sup>st</sup> day of OCTOBER, 1994.



  
Notary Public in and for Alaska  
My commission expires: 4-29-98

RETURN TO:  
BUNARD REALTY  
2825 ROSE ST. #204  
ANCHORAGE, AK  
99508

BK02723PG520

94-067990

ANCHORAGE REC *15cc*  
DISTRICT

REQUESTED BY *Donna J. Hartz*

'94 OCT 31 PM 3 07

## NOTES

1. THIS CONDOMINIUM IS SUBJECT TO THE PROVISIONS OF THE HORIZONTAL PROPERTY REGIMES ACT, CHAPTER 34.07, ALASKA STATUTES SUPPLEMENT.
2. THIS CONDOMINIUM PLAN CONTAINS TWENTY ONE UNITS (21). THE BOUNDARY LINES OF EACH UNIT ARE THE INTERIOR SURFACES (EXCLUSIVE OF ANY FINISH) OF ITS PERIMETER WALLS, FLOORS, CEILINGS, DOORS AND WINDOWS THEREOF, AND THE UNIT INCLUDES BOTH THE PORTIONS OF THE BUILDINGS SO DESCRIBED AND THE AIRSPACE SO ENCOMPASSED. SEE DECLARATION FOR COMPLETE DETAIL.
3. "COMMON AREA" MEANS ALL LAND AND ALL PORTIONS OF THE PROPERTY LOCATED WITHIN TRACT B2, REES SUBDIVISION, ANCHORAGE, ALASKA, AND NOT LOCATED WITHIN ANY UNIT, AND NOT BY WAY OF LIMITATIONS, ALL ROOFS, FOUNDATIONS, PIPES, DUCTS, PLUES, CHUTES, CONDUITS, WIRES AND OTHER UTILITY INSTALLATIONS TO THE OUTLETS, BEARING WALLS, COLUMNS AND GIRDERS TO THE UNFINISHED SURFACE THEREOF, ALL REGARDLESS OF LOCATION WITHIN SAID TRACT B2.
4. ALL DISTANCES, DIMENSIONS AND ELEVATIONS ARE GIVEN IN FEET AND HUNDREDTHS OF FEET.
5. "LIMITED COMMON AREA" MEANS A PART OF THE "COMMON AREA" AND INCLUDES DECKS WHICH ARE APPURTENANT TO THE UNIT OF THE SAME NUMBER AS IN NOTE 10, (EXCLUDING THAT LAND LYING WITHIN THE FOUNDATION).
6. WALKS, LANDSCAPING AND OTHER IMPROVEMENTS ARE NOT SHOWN.
7. REFER TO PLAT NO. P 72-217, RECORDED OCTOBER 13, 1972, IN THE ANCHORAGE RECORDING DISTRICT.
8. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES OR THEIR BEARINGS INDICATED.
9. ELEVATION DATUM FOR BUILDINGS — BENCH MARK.
10. EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE NUMBER OF THE UNIT WITHIN THE PROJECT, LEVELS OF THE UNIT HAVING TWO STORES ARE DESIGNATED WITH THE WORDS "LOWER" OR "UPPER".
11. AREAS IN UNITS 10 & 12 WHICH LIE UNDER STAIRS ARE NOT DIMENSIONED THIS SURVEY.

## MORTGAGE & TITLE CERTIFICATE

RECORDED MAY 29, 1981, IN RECORDS VOLUME 602 on page 33.

NATIONAL BANK OF ALASKA

BY: E. Gold

NOTARY VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24 DAY OF July, 1982

Shirley S. Bantson  
NOTARY FOR ALASKA

April 6, 1986  
MY COMMISSION EXPIRES

RECORDED 2000-10-29, 1981, IN RECORDS VOLUME 678 on page 2

NATIONAL BANK OF ALASKA

BY: E. Gold

NOTARY VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 21 DAY OF July, 1982.

Shirley S. Bantson  
NOTARY FOR ALASKA

April 6, 1986  
MY COMMISSION EXPIRES

## CERTIFICATE OF OWNERSHIP & DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF TRACT B2 REES SUBDIVISION, LOCATED IN THE NW 1/4 SECTION 20, T 13 N, R 3 W, SEWARD MERIDIAN, ALASKA, MUNICIPALITY OF ANCHORAGE, AS DEPICTED HEREON

Rudi Kapelle  
RUDI KAPPELLE

Wanda Kapelle  
WANDA KAPPELLE

NOTARY RUDI KAPPELLE and WANDA KAPPELLE

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26 DAY OF July, 1982

D. W. C. V.  
NOTARY FOR ALASKA

17 January 1984  
MY COMMISSION EXPIRES

## ENGINEER'S & SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THESE FLOOR PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT OF EACH DWELLING UNIT AND DIMENSIONS SHOWN "AS BUILT" AND THAT THIS IS AN ACCURATE REPRESENTATION OF THE PLANS AS FILED WITH AND APPROVED BY THE MUNICIPALITY OF ANCHORAGE.

DATE 25 July 1982

David L. Smith  
ENGINEER / SURVEYOR



82-198

RECORDED - FILED 28

Anchorages on map

7-22-82

7-24-82

7-26-82

7-28-82

7-30-82

7-31-82

**2001-063228-0**

Recording Dist: 301 - Anchorage  
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cc

**AMENDMENT TO DECLARATION FOR  
TERRACE TWENTY ONE CONDOMINIUMS**  
(Parking Re-Assignments)

Preamble

This amendment affects property previously dedicated as Terrace Twenty One Condominiums, by declaration recorded and amended as follows:

Item	Date of Recording	Book	Page
Declaration	July 28, 1982	758	953
Amendment-Outside Parking	September 6, 1994	2702	385
Notice of Void Amendment- Outside Parking	October 31, 1994	2723	519

Which Declaration and Amendments are hereinafter collectively referred to as "The Declaration." The Declaration submitted the project known as Terrace 21 Condominiums to the Horizontal Property Regimes Act, AS 34.07 et seq., under Alaska Law applicable to condominiums at the time.

Although the declaration assigned indoor parking spaces to various units, several unit owners apparently parked in different locations from the time of their initial purchase. There has also been a dispute regarding assignment of outside parking spaces, as stated in the prior Amendment and Notice of Void Amendment. The purpose of this declaration amendment is to resolve all known parking disputes by reassignment of parking spaces as stated herein. Storage spaces are not affected by this amendment and shall continue to be assigned in accordance with the original declaration.

Amendment

The third through the fifth (last) paragraph of Exhibit B, Section 2 of the Declaration are hereby repealed in their entirety and replaced with the following provisions:

The inside parking stalls reserved for the use of one "Unit" to



the exclusion of all other "Units" in the "Project," are as follows:

Unit Number	Parking Stall Number
1	21, 22
2	19, 20
3	17, 18
4	15, 16
5	6
6	7
7	4
8	5
9	11
10	30
11	28, 29
12	9
13	2, 3
14	13, 14
15	25
16	31, 32
17	8, 24
18	26
19	12
20	27, 10
21	1, 23

These assignments control over the Unit numbers listed in the original "floor plans."

Exhibit B, Section 3 of the Declaration is hereby repealed in its entirety and replaced with the following provision:

3. Outside Parking. There are nine outside parking spaces located at the northern end of the land described at Article 1 of the Declaration, which are common area of the association, for use as general parking under rules and regulations established by the association. The outside parking spaces may not be assigned to any particular unit.

The prior amendment recorded September 6, 1994 in Book 2702 at Page 385 and Notice of Void Amendment recorded October 31, 1994 in Book 2723 at Page 519 are both void and superseded by this amendment.

All remaining provisions of the Declaration shall remain in full force and effect. Storage space assignments remain as stated in the original Declaration, regardless of whether this amendment reassigns adjacent parking spaces.

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