

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR

ONE SOUTH  
A CONDOMINIUM

2899  
FC

The undersigned, ONE SOUTH, a Limited Partnership, hereinafter the "Declarant", the Owner of the real property more particularly described below, hereby submits said property to the provisions of the Horizontal Property Regimes Act (Title 34, Chapter 07, Alaska Statutes) as now existing, or as hereafter amended, and hereby establishes a "Horizontal Property Regime" with respect to said property, for the "Project", to be known as One South, A Condominium.

At the time of recording this Declaration, there has been filed in the Anchorage Recording District, Third Judicial District, State of Alaska, survey maps and Condominium plan for the Project under File No. 83-422 which Condominium plan is incorporated herein by reference as if fully set forth.

ARTICLE I

DESCRIPTION OF LAND

The land on which the buildings and improvements of the Project are located, or are to be located, is more particularly described as follows :

Lot 13A, William Lloyd Property according to Plat No. P-198, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

The property is sometimes referred to herein as Phase I. It is presently contemplated by the Declarant that an additional building located on a parcel of land adjoining this land will be submitted to the provisions of the Act by amending this Declaration. However, the Declarant is not obliged to do so.

ARTICLE II

DEFINITIONS

The following terms shall have the following meanings when used herein.

Section 1. Unit. "Unit" means an individual airspace, and, as used herein, is identical to "Apartment", as defined in Title 34, Chapter 07, Alaska Statutes, except as herein otherwise defined. The boundary lines of each Unit are (except as elsewhere herein defined) the interior unfinished surfaces (exclusive of paint, paper, wax, tile, enamel or other furnishings) of its perimeter walls, floors, ceilings, windows and doors thereof, as shown on the survey maps and floor plans referred to above; and a Unit includes both the portions of a building so described and the airspace so encompassed, and includes all fixtures, improvements and partitions therein contained. The foregoing notwithstanding, the following are not a part of a "Unit": bearing and party walls, roofs, foundations, pipes, flues, chimneys, conduits, wires, cable television antenna or aerials, attic crawl space, and other utility lines or commonly used space running through the Unit which are utilized for, or serve more than one Unit; and the same shall be part of the Common Areas.

Section 2. Condominium Unit. "Condominium Unit" means a "Unit", together with an undivided interest in the Common Area and Facilities as set forth in Article VI and VII hereof, and the Limited Common Areas and Facilities appurtenant to and reserved to the use of a Unit to the exclusion of the other Units.

Section 3. Condominium Building. "Condominium Building" means the building constructed, or to be constructed, on the property described in Article I above and further described in Article III.

Section 4. Owner. "Owner" means any person or entity at any time having fee title to a "Condominium Unit".

Section 5. Project. "Project" means the land, the building, all its improvements and structures, all owned in fee simple, absolute or qualified or by way of a periodic estate, or in any other manner in which real property may be owned in the state; and all easements, rights and appurtenances belonging to it, none of which shall be considered as a security or security interest, and all articles of personality intended for use in connection therewith.

Section 6. Common Area. "Common Area" means the "Common Area" set forth in Article VI hereof.

Section 7. Limited Common Areas and Facilities. "Limited Common Area and Facilities" means a part of the Common Area, an easement for the exclusive use of which is

appurtenant to a particular Unit, as more particularly set forth in Article V below. The term "Limited Common Area" is sometimes used herein in place of "Limited Common Areas and Facilities" and means the same thing.

Section 8. Mortgage, Mortgagee, Mortgagor. Reference in this Declaration to a "Mortgage" shall be deemed to include a deed of trust; reference to a "Mortgagee" shall be deemed to include the beneficiary of a deed of trust; reference to a "Mortgagor" shall be deemed to include the trustor of a deed of trust.

Section 9. Institutional Holder. The term "Institutional Holder" means a Mortgagee which is a bank, mortgage company, or savings and loan association; corporation, insurance company, or other entity chartered under federal or state law; or any federal or state agency; trust company, credit union, industrial loan association, pension funds or business trusts including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities.

Section 10. Association. "Association" means One South Condominium Owner's Association, Inc., an Alaska non-profit corporation.

Section 11. Board. "Board" means the Board of Directors of the Association.

Section 12. Bylaws. "Bylaws" means the bylaws of the Association.

Section 13. Declarant. "Declarant" means One South, a Limited Partnership, and its assigns and legal representatives.

### ARTICLE III

#### DESCRIPTION OF CONDOMINIUM BUILDING

Section 1. The Condominium Building will be three stories of wood frame construction with a flat asphalt roof. The siding will be shake exterior and metal deck railings on a concrete foundation. The ground floor will consist of an undercover parking garage and there will be no subsurface basement. The walls will be insulated to a thickness which will yield a factor of R13 and the ceiling will be insulated to a thickness which will yield a factor of R32.

Section 2. The Condominium Building is located along the Common and Limited Common Areas as shown on the survey map and Condominium plan as referred to above.

## ARTICLE IV

DESCRIPTION OF UNITS AND ACCESS

The Units are delineated on the above-referenced plans. The Units are more particularly described on Exhibit "A" attached hereto and made a part hereof.

## ARTICLE V

DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES

(a) The Limited Common Areas and Facilities reserved for the use of each Unit, to the exclusion of the other Units are the following: assigned parking space, decks. The Limited Common Areas as designated for each Unit are shown on the above-referenced Condominium plan and described on Exhibit "B" attached hereto and made a part hereof.

(b) Parking Space Assignments.

(1) Each unit shall have at least one assigned parking space, which shall be assigned by the Declarant prior to or at the time of closing of the sale of the Unit. In addition, the Declarant reserves the right to assign or sell the remaining parking spaces by assigning them to any purchasers of Units. After such assignments have been made, Declarant shall unilaterally execute and record in the Anchorage Recording District, Third Judicial District, an appropriate amendment to the Declaration and Plan which shows the assignment of parking spaces. Thereafter, parking spaces will be appurtenant to the Unit and will follow any and all conveyances of a Unit as Limited Common Area of said Unit.

(2) No Limited Common Area shall be assigned except in accordance with the provisions of this Declaration. No amendment to this Declaration shall alter any rights or obligations with respect to any Limited Common Areas without the consent of all Unit Owners adversely affected thereby as evidenced by their execution of such amendment, except to the extent that the Declaration expressly provides otherwise prior to the first assignment of that Limited Common Area.

(3) A Common Area not previously assigned as a Limited Common Area shall be so assigned only pursuant to this Declaration. The amendment to the Declaration making such an assignment shall be prepared and executed by the principal officer of the unit owners' association, or by such other officer or officers as the Declaration may specify. Such amendment shall be delivered to the Unit Owner or Owners of the Unit or Units concerned upon payment by them of all reasonable costs for the preparation and acknowledgment thereof. Said amendment shall become effective when the aforesaid Unit Owner or Owners have executed and recorded it, and the recordation thereof shall be conclusive evidence that the method prescribed herein was adhered to.

#### ARTICLE VI

##### DESCRIPTION OF COMMON AREA AND FACILITIES

The Common Areas and Facilities shall consist of:

(1) The land described in Article I above, the airspace above same, except the airspace occupied by each of the Units, and all improvements situate upon such land, except those improvements actually within the airspace occupied by each Unit. The Common Areas shall include among other things, hallways, stairs, stairwells, landscaping, unassigned areas of the parking garage and open parking area, lobby/vestibule, office on the ground floor, recreation room, solarium/~~laundry~~ on each floor, guest room on the third floor, resident manager unit on second floor, elevators, trash room and chutes, machine/maintenance rooms, headbolt heaters and posts, and mailboxes.

*see first  
amendment  
for change*

(2) The foundation, beams, studding, supports, main walls and roof the Condominium Building.

(3) Common utility services to the exterior of the perimeter walls, floors or ceiling of each Unit. In the case of utility services metered to and for each individual Unit, such as electricity, the Common Area and Facility extends only to (and not including) such meter; and the meters and wires, conduits or pipes from same are improvements belonging exclusively to each particular Unit. The utility pipes, conduits and wires from the interior surface of the perimeter walls (or partitions between Units) of the Unit are the exclusive property and responsibility of the Owner of each such Unit provided they are not commonly utilized for, or serve more than one Unit. Costs and assessments of common utilities (utilities not individually metered to and for each Unit) shall be borne pro rata according to each Owner's percentage of ownership in the Common Area.

(4) All other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use.

#### ARTICLE VII

##### UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES

The percentage of undivided interest in the Common Area and Facilities appertaining to each Condominium Unit and its Owner for all purposes, including voting, is in accordance with Exhibit "C", attached hereto and made a part hereof.

#### ARTICLE VIII

##### VALUE OF LAND AND IMPROVEMENTS

Section 1. The value of the Project is \$3,865,150.00.

Section 2. The value of each Condominium Unit is shown on Exhibit "C". Such values are established as required by A.S. 34.07.020 and do not necessarily reflect the amount for which a Condominium Unit will be sold by Declarant or others.

#### ARTICLE IX

##### STATEMENT OF PURPOSES FOR THE CONDOMINIUM BUILDING AND CONDOMINIUM UNITS - USE RESTRICTIONS

Section 1. Residential. The Condominium Units are hereby restricted to single family residential uses and uses related to the convenience and enjoyment of such residential use.

Section 2. Sales and Construction Facilities of Declarant and Commercial Activity. Notwithstanding Section 1, Declarant shall be permitted to maintain during the period of construction and sale of Condominium Units, upon such portion of the property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Condominium Units in the first phase and subsequent phase and Declarant or a person designated by the Association as agent of the Association for purposes of managing the property may maintain a management office and

facilities in a residence. Furthermore, professional and administrative occupations may be carried on within the Units so long as there exists no external evidence thereof.

Section 3. Compliance with Law. No improper, offensive or unlawful use shall be permitted to be made of the Project or on any part thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Project shall be observed.

Section 4. Rules. Rules may be adopted by the Board concerning and governing the use of the Common Area and Limited Common Area, provided such rules shall be furnished to Owners prior to occupancy and that such rules shall be uniform and nondiscriminatory.

Section 5. No Unauthorized Additions, Alterations or Decorations. No additions, alterations or decorations to the Common Area, including the Limited Common Area, shall be commenced, erected or maintained without the prior written approval of the Board. The Board of Directors shall have the right to make or cause such alterations and improvements to the Common Area as in its opinion may be beneficial and necessary.

Section 6. Animals. No animals, livestock or poultry shall be kept in any residence, <sup>EXCEPT</sup> that dogs, cats, fish, and birds ~~inside cages~~ may be kept as household ~~pets within the Project~~, provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. 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 Unit Owner. Cats and dogs belonging to Unit Owners, occupants or their licensees must be kept inside the Owner's Unit, or, if outside, on a leash being held by a person capable of controlling the animal. Should any dog or cat belonging to a Unit Owner be found unattended or not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Board of Directors or a person designated by them to a pound under a jurisdiction of the locality in which the property is so situated. Any Unit Owner shall be absolutely liable to each and all remaining Owners, their families, guests and invitees, for any damage to person or property caused by any pets brought or kept upon the property by an Owner or by members of his family, guests, licensees or invitees.

*see 4th  
Amendment  
for changes*

Section 7. Temporary Structure. Neither Owner nor occupant shall store or permit the storage of any trailer, snowmobile, or other recreational vehicle on any part of the Project even if such storage is meant to be temporary; however, trailers or temporary structures for use incidental to the initial construction of the improvements on the property may be maintained thereon, but shall be removed within a reasonable time upon completion of construction of the Project.

Section 8. No First Right of Refusal. The right of an Owner to sell, transfer, or otherwise convey the Owner's Condominium Unit will not be subject to any right of first refusal or any similar restriction in favor of the Association.

Section 9. 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 Owner shall be permitted to rent or lease a Condominium Unit for transient or hotel purposes. No 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. Other than the foregoing, there is no restriction on the right of any Owner to lease or rent a Condominium Unit.

Section 10. Parking and Vehicular Restrictions. No vehicle which shall not be in operable condition shall be parked or left on the property subject to this Declaration. The parking space in the garage shall be used for parking vehicles and storage only and shall not be converted for living, recreational or business purposes.

Section 11. Storage. There shall be no exposed storage of any nature on any portion of the Project, including decks.

#### ARTICLE X

#### AGENT FOR RECEIPT OF PROCESS

Pending amendment hereto, the person to receive service of process in the cases provided for under the Horizontal Property Regimes Act (Title 34, Chapter 07) Alaska



Statutes shall be Evan R. Thomas, whose address for such purposes shall be 1200 I Street, #814, Anchorage, Alaska 99501, such location being within the recording district in which the Project is located. At the first meeting of the Board of Directors of the Association as provided for in the Bylaws of the Association, a new registered agent may, with such agent's consent, be appointed, and an appropriate amendment to this Declaration shall be filed in the District Recorder's Office.

## ARTICLE XI

### EASEMENTS FOR ENCROACHMENTS AND UTILITIES

Section 1. Easements. If any portion of the Common Area now encroaches upon any Condominium Unit or if any Condominium Unit now encroaches upon any other Condominium Unit or upon any portion of the Common Area, as a result of the construction of the Condominium Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Condominium building or for any other reason, a valid easement for the encroachment and for the maintenance of the same so long as the Condominium Building stands shall exist. In the event the Condominium Building, or any adjoining Common Area, shall be partially or totally destroyed as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachment and the maintenance thereof shall exist so long as the Condominium Building shall stand. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Condominium Unit.

Section 2. Reservation to Grant Easements. Declarant reserves the right to grant, convey, transfer, cancel, relocate and otherwise deal with any and all utility easements now or hereafter located on or about the Project; provided, however, no such action shall be taken that would substantially affect the appearance or structure of a Condominium Unit; and provided further that as and when one hundred percent (100%) of the Condominium Units have been sold, that rights reserved under this Article shall be exercisable solely by and only by the Association.

## ARTICLE XII

### INCIDENTS OF CONDOMINIUM OWNERSHIP

Section 1. Limited Common Area. Limited Common Areas described in Article V and identified on the Condominium map, shall be used exclusively by the Owner or Owners of

said Condominium Unit or Units and not by others except by invitation.

Section 2. Title. Title to a Condominium Unit may be held or owned by any person or entity and in any manner in which title to real property may be held or owned in the State of Alaska.

Section 3. Inseparability. Each Unit shall be inseparable from the undivided interest in and to the Common Areas appurtenant thereto and no such Unit shall be conveyed, leased, devised, mortgaged or otherwise transferred except as a complete Condominium Unit as defined herein in Article II. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium Unit or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance respectively of the entire Condominium Unit, together with all appurtenant rights created by law or by this Declaration.

Section 4. Partition not Permitted. The Common Area shall be owned in common by the Owners of Condominium Units, and no Owner may bring any action for partition thereof. There shall be no subdivision of a Condominium Unit, and no part of a Condominium Unit may be separated from any other part thereof during the period of Condominium ownership prescribed herein without written agreement of one hundred percent (100%) of the Owners of the Condominium Units in the Project and the Institutional Holders of first mortgages on seventy-five percent (75%) of the Condominium Units in the Project in order that each Condominium Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, demised, encumbered, or otherwise affected only as to a complete Condominium Unit.

There shall be no combination of the area or space of one Condominium Unit with that of another without written agreement of one hundred percent (100%) of the Owners of the Condominium Units in the Project and the Institutional Holders of first mortgages on seventy-five percent (75%) of the Condominium Units in the Project.

Section 5. Assessments and Taxation. Each Condominium Unit shall be assessed and taxed separately for all taxes, assessments, and other charges of the State of Alaska, or any political subdivision, or any special improvement district, or any other tax assessing authority, including without limitation, special ad valorem levies and special assessments. No forfeiture or sale of any Condominium Unit for delinquent taxes assessments, or other govern-

mental charges shall divest or in any way affect the title to any other Condominium Unit.

Section 6. Owner's Right to Ingress and Egress. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Condominium Unit, and shall have the right to the horizontal and lateral support of his Condominium Unit, and such rights shall be appurtenant to and pass with the title to each Condominium Unit.

Section 7. Easements Deemed Created. Each Owner has a nonexclusive easement for and may use the Common Area. All conveyances of Condominium Units hereafter made, whether by the Declarant, or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to the provisions hereof and of the Bylaws of the Association, even though no specific reference to such easements appear in any such conveyance.

Section 8. Association's Right to Use of Common Areas. The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the general Common Areas maintenance and storage facilities for use by the Association.

Section 9. Labor and Material Liens. No labor performed or materials furnished for use in connection with any Condominium Unit with the consent of, or at the request of, an Owner, or his agent, or subcontractor thereof, shall create any rights against any other Condominium Unit or against any interest in the Common Areas, except as to the undivided interest therein appurtenant to the Condominium Unit of the Owner for which such labor shall have been furnished. Each Owner shall indemnify and hold harmless the other Owners from and against liability or loss arising from the claim of any lien against the Project, or any part thereof, for labor performed, or for materials furnished on or for such Owner's Condominium Unit. No labor performed or materials furnished for use in connection with any construction of Units, Limited Common Areas, or Common Areas of this Condominium shall create any rights against any other Condominium Unit or against any interest in the Common Areas except as to the undivided interest therein appurtenant to the Condominium Unit.

#### ARTICLE XIII

ADMINISTRATION

Section 1. The Association. The administration of the Project shall be by the One South Condominium Owner's Association, Inc., an Alaska nonprofit corporation, in accordance with this Declaration and its Articles of Incorporation and Bylaws.

Section 2. Membership. An Owner of a Condominium Unit shall automatically become a member of the Association and shall remain a member for the period of his ownership.

Section 3. Amendment of Bylaws. The Bylaws of the Association may be amended by a vote of the members of the Association whose aggregate interest in the Common Areas constitute sixty percent (60%) at a meeting of the Association duly called for such purpose.

Section 4. Managing Agent. The Board shall employ for the Association a responsible manager at a compensation established by the Board, to perform such duties and services as the Board shall authorize. Any management agreement for the Project shall conform to the guidelines established by the Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Alaska Housing Finance Corporation (AHFC) and Veterans Administration (VA) regarding the term and termination of that agreement during such period of time as FHLMC, FNMA, AHFC or VA is a Mortgagee on a Unit in the Project or is the Owner of such a Unit.

Section 5. Receipt of Bylaws. Each Owner shall receive a true and correct copy of the Bylaws of the Association upon becoming an Owner, and shall acknowledge the receipt of same at closing.

## ARTICLE XIV

LIABILITY OF DIRECTORS AND OFFICERS

Section 1. Exculpation. No director or officer of the Association shall be liable for acts or defaults of any other officer or member or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own wilful misconduct or negligence.

Section 2. Indemnification. The Association shall indemnify each director or officer, and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in

connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, except as to matters as to which he shall be finally adjudged in action, suit or proceeding to be liable for gross negligence or wilful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or wilful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. In the event the Association is required to pay any such costs, the Association shall be entitled to assess all Owners for the amount so expended, but such assessment need not be approved by fifty-one percent (51%) of the Owners or any other proportion of said Owners.

## ARTICLE XV

### ASSESSMENTS

Section 1. Obligation. All Owners shall be obligated to pay the assessments imposed by the Board to meet the common expenses of maintenance, operation and management of the Project. Declarant shall be obligated to pay only seventy percent (70%) of the Association assessments for all Condominium Units as long as Declarant owns same and in the same manner as though it were a Unit Owner until the same have been conveyed to a purchaser of such Unit, but no longer than 120 days after the conveyance by Declarant of the first Condominium Unit to a purchaser. Thereafter the Declarant shall be obligated to pay one hundred percent (100%) of the common expense assessments for all Condominium Units that the Declarant owns. The assessment for the common expenses provided for herein shall commence as of the first day of the month following the first sale by Declarant of a completed Condominium Unit. The Board may establish any reasonable system for collection periodically of common expense assessments.

Section 2. Annual Assessments. Assessments for the estimated common expenses computed on an annual basis shall be made by the Board and shall be payable in equal monthly installments in advance on the first day of each calendar month. Assessments made shall be based upon the estimated Project expenses including the cost of maintenance and operation of the Common Area, expenses of management, taxes and special assessments unless separately assessed,

insurance premiums for insurance coverage as deemed desirable or necessary by the Board, repairs and renovations, utility charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Board or Managing Agent under or by reason of this Declaration, payment of any deficit remaining from a previous assessment period, a reserve fund for replacement of Common Area components, and other costs incurred for the benefit of the Project. The omission or failure of the Board to fix the assessments for any assessment period shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same. The Board shall have the right, but not the obligation, to make pro rata refunds of any assessments in excess of the actual expenses incurred prior to the end of the calendar year or credit such excess against the following year's annual assessment.

Section 3. Apportionments. The percentage of any assessment imposed by the Board to be paid by an Owner shall be equal to such Owner's appurtenant interest in and to the Common Area as set forth in Exhibit "C" to this Declaration.

Section 4. Time for Payment of Assessments. It is the duty of the Board of Directors to levy and enforce collection of annual assessments payable monthly on the first day of each month. Failure of the Association to give timely notice of any assessment shall not affect the liability of the Owner for such assessment. There shall accrue with each delinquent assessment a late charge in an amount of at least \$10.00 which will be changed from time to time by the Board of Directors, if not paid by the tenth (10th) day of the month in which it becomes due. Where a Unit Owner defaults on any single installment of the annual assessment, the Board of Directors may, at its option, declare that the remaining unpaid installments for the year's assessments are due and payable in full.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, payable over such a period as the Association may determine, for the purpose of deferring, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof or for any other expense or purchase incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interests in the Common Area. Notice in writing of the

amount of such special assessments and the time for payment thereof shall be given promptly to the Owners and no payment shall be due less than thirty (30) days after such notice shall have been given. There shall accrue with each delinquent special assessment a reasonable late charge in an amount to be determined by the Board of Directors, if not paid by the tenth (10th) day of the month in which it becomes due.

Section 6. Assessment Lien. All sums assessed, but unpaid, for the share of common expenses or special assessments chargeable to any Condominium Unit shall constitute a lien on such Condominium Unit superior to all other liens and encumbrances except (a) tax and special assessment liens on the Condominium Unit in favor of a taxing authority and (b) all sums unpaid on any first Mortgage of record on the date the monthly installment or other assessment became due. To evidence the lien as herein permitted, the Board of Directors may, but shall not be required to prepare a written notice setting forth the amount of such unpaid indebtedness, the amount of accrued penalty thereon, the name of the Owner of the Condominium Unit and a description of the Condominium Unit and record the same in the office of the Clerk of the Anchorage Recording District, State of Alaska. Such lien for assessment shall attach from the due date of the assessment. The lien may be enforced by foreclosure of the defaulting Owner's Condominium Unit by the Association in the manner for foreclosing a mortgage on real property upon recording of a notice for claim thereof. The Association may also foreclose the lien by a power of sale, or other nonjudicial foreclosure procedure provided for by the laws of the State of Alaska. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid assessments, any penalties thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim of lien and all actual attorney's fees in connection therewith. Suit to recover any judgment for any unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same.

Section 7. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of Claim of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Unit, and a copy thereof is recorded by the Association in the office of the District Recorder of the District in which the Project is located.

Section 8. Foreclosure Sale. Any foreclosure sale provided for above is to be conducted by the Board of Directors, its attorney or other persons authorized by the Board in accordance with the provisions of A.S. 34.20.070 et seq. applicable to the exercise of power of sales in mortgages and deeds of trust, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Condominium Unit at a foreclosure sale, and to acquire, hold, lease, mortgage, and convey the same.

Section 9. Personal Obligation. Assessments are payable monthly in advance or at such other time or times as the Board of Directors shall determine. Each assessment, in addition to constituting a lien as provided for in the Act and this Declaration, shall also be, together with interest, costs and actual attorneys' fees as hereinafter provided, the personal obligation of the person who was the Owner of the Unit against which the assessment is made at the time the assessment fell due. No Owner may exempt himself from liability for the assessment by abandonment or waiver of the use or enjoyment of any of the Common Areas.

Section 10. Notice to Mortgagee. The Association shall report to any Mortgagee of a Condominium Unit default of a Unit Owner that is not cured within thirty (30) days.

Section 11. Annual Audit Furnished Holder of Mortgage. Any Institutional Holder of a first Mortgage on a Condominium Unit in the Project will, upon request, be entitled to receive an annual audited financial statement of the Project within ninety (90) days following the end of the fiscal year of the Project.

Section 12. Personal Liability of Purchaser for Assessments. If the Institutional Holder of a first Mortgage or other purchaser of a Condominium Unit obtains possession of the Condominium Unit as a result of foreclosure of the mortgage, or by deed of assignment in lieu of foreclosure, the possessor, his successors and assigns are not liable for the share of common expenses or assessments by the Association chargeable to the Condominium Unit which became due before his possession. This unpaid share of common expenses or assessments is a common expense collectible from all of the Owners, including the possessor, his successors and assigns, pro rata.

Section 13. Initial Obligation of Purchaser of a Unit. Each purchaser of a Condominium Unit shall be required at the closing of the purchase of such Condominium Unit



to deposit with the Association an amount equal to two (2) months of the particular Unit's allocation of the annual budget which sum shall be placed in the working capital fund to be used for the initial operation of the Project.

Section 14. Conveyance - Liability of Grantor and Grantee for Unpaid Common Expenses. In a voluntary conveyance, the Grantee of a Unit shall be jointly and severally liable with the Grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the Grantor's conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. Any such Grantee shall be entitled to a statement from the Board of Directors setting forth the amount of the unpaid assessments against the Grantor and such Grantee shall neither be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessment against the Grantor in excess of the amount therein set forth. A reasonable fee may be established by the Board for this statement.

#### ARTICLE XVI

##### AMENDMENT

This Declaration may be amended by affirmative vote of not less than sixty percent (60%) of the Owners; provided, however, the percentage of undivided interest of each Owner in the Common Area may be changed, only by an amendment approved by one hundred percent (100%) of the Owners; and provided further, that the written approval of the Institutional Holders of first Mortgages on seventy-five percent (75%) of the Condominium Units shall be a prerequisite to the effectiveness of any action which amends any material provision of this Declaration, including but not limited to, any amendment which would change the percentage interests of the Owner in the Project.

When an amendment has been approved by the Owners and the Mortgagees, then the President of the Association shall forthwith cause a written instrument to be prepared, acknowledged and recorded in the Anchorage Recording District, Third Judicial District, State of Alaska, setting forth the amendment and certifying that the amendment shall become effective. No amendment shall be effective until recorded.

While any Unit in the Project is encumbered by a Federal Veterans Administration loan, prior written approval of the Veterans Administration shall be a condition prece-

dent to the effectiveness of any amendment to this Declaration.

#### ARTICLE XVII

##### DAMAGE AND DESTRUCTION

Within sixty (60) days of any damage or destruction to all or part of the property, a determination to repair or reconstruct the same in accordance with the original plan shall be made by a majority vote of all Condominium Unit Owners or a determination not to repair or reconstruct the same shall be made by a unanimous vote of all Condominium Unit Owners. If at least a majority of the Owners vote to rebuild, repair, or reconstruct, and the insurance proceeds are insufficient to repair and reconstruct, the Owners shall be liable for any deficiency as a common expense. If all or part of the property is destroyed or substantially destroyed and a vote of a majority of the Owners to rebuild, repair, or reconstruct is not obtained, the Association shall be authorized to have prepared, and to file as promptly as practical, a corrected subdivision map converting the Project into an unimproved parcel of land which shall be offered for sale at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the Association, shall be divided and distributed jointly to the Owners and their respective mortgagees, proportionately, such proportions to be based upon the percentage of undivided interest in the Common Area, provided that the balance then due on any valid encumbrance of record shall be first paid in order of priority before the distribution of any proceeds to an Owner whose Condominium Unit is so encumbered.

In the event of substantial damage to or destruction of any Unit or any part of the Common Area, the Institutional Holder of any first mortgage on a Unit will be entitled to timely written notice of any such damage or destruction.

Substantial damage as herein used shall mean \$10,000.00 or more damage to the Common Area and/or \$1,000.00 or more damage to any one Unit.

#### ARTICLE XVIII

##### ALTERATION OF THE PROJECT

Restoration or replacement of the Project or the Condominium Building or construction of any additional building or structural alteration or addition to the Condominium Building, different in any material respect from the Condominium file plan of the Project, shall be undertaken only upon the prior approval by a seventy-five percent (75%) vote of the Condominium Unit Owners and seventy-five percent (75%) of their respective Mortgagees. Promptly upon completion of such restoration, replacement or construction, the Association shall duly record a complete set of floor plans of the Project so altered in a form which meets all then existing statutory requirements.

## ARTICLE XIX

### REPAIR AND MAINTENANCE

#### Section 1. Obligation of Owner.

(a) Every Owner shall at all times repair, maintain and keep his Unit and Limited Common Area subject to his exclusive control in good order and condition, and without limitation shall perform promptly all such work within his Unit the omission of which would affect any part of the Common Area or other Units and shall be responsible for all loss and damage occasioned by his failure to do so.

(b) All repairs of internal installations within each Unit such as water, light, power, sewage, telephones, doors, windows, lamps and all other fixtures and accessories to each Unit and its appurtenant Limited Common Area, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such Unit shall be made at the Owner's expense. The Association shall maintain and be responsible for all Common Areas listed in Article VI hereof shown on the Condominium Plan.

(c) Every Owner shall reimburse the Association for any expenditure incurred in repairing or replacing any part of the Common Area damaged or lost through the fault of such Owner or any person under him using the Project and shall give prompt notice to the managing agent of any such damage, loss or other defects when discovered.

(d) In order to preserve a uniform exterior appearance to the building, the Board may require the painting of the building, and prescribe the type and color of paint, and may prohibit, require, or regulate any modification or decoration of the building, undertaken or proposed by any Own-

er. This power of the Board extends to screens, doors, awnings, rails or other visible portions of each Condominium Unit and Condominium Building. (The Board may also require use of a uniform color of draperies or drapery lining for all Units).

Section 2. Right of Entry.

(a) Any person authorized by the Board shall have the right to enter each Condominium Unit in case of any emergency originating in or threatening such Condominium Unit, or any part of the Project, whether or not the Owner or occupant is present at the time.

(b) Every Owner and occupant shall permit other Owners or their representatives to enter his Condominium Unit at reasonable times for the purpose of performing authorized installations, alterations or repairs to the Common Area, provided that requests for entry are made in advance. In case of emergency, such right of entry shall be immediate.

Section 3. Repair and Maintenance Duties of Association. The Association shall maintain, repair and make necessary improvements to, and pay for out of the maintenance fund to be provided, all Common Areas and the building thereon; all landscaping, corrective architectural and repair work within residences, if the Owner fails to repair the areas subject to his control and duty to maintain; all metered utilities in Common Area; walks and other means of ingress and egress within the Project.

ARTICLE XX

INSURANCE

Section 1. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage insuring the property and covering the interests of the Association, the Board of Directors and all Unit Owners and their Mortgagees, as their interests may appear, in the amount of 100% of replacement cost of the buildings and other improvements, including an "agreed amount" or "inflation guard" endorsement, and a construction code endorsement, each of which policies shall contain a standard mortgagee clause in favor of each Mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such Mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of

the Association; (2) public liability insurance in such amounts and with such coverage as the Board of Directors shall from time to time determine, but not less than One Million Dollars flat rate for each single accident or occurrence for bodily injury, or property damage, such coverage to include water damage liability for pipe breakage, and covering each member of the Board of Directors, and each Owner and with cross liability endorsement to cover liabilities of the Owners as an Association to an Owner; and (3) such other insurance as the Board of Directors may determine and customarily obtained by Projects similar in construction, location and use. All such policies shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof shall be payable to the Board of Directors, as Trustees, for the purpose of repairing or rebuilding the damaged or destroyed property in conformance with the original plans and specifications; provided, however, that insurance proceeds not used for the purpose of repairing or rebuilding the Project shall be paid to the Owners and Mortgagees as their interests may appear; and provided further, however, that any Mortgagee of any of the Units may require that insurance proceeds be disbursed to or through the Board of Directors only as reconstruction progresses in the manner normally followed by construction lenders in disbursing construction loans to their borrowers.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction acts of the Insured or any Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the Insureds, including all Mortgagees of Units. Each Owner and Mortgagee shall be furnished with a copy of the master policy upon demand.

All of the insurance policies described in the coverage as set forth herein shall be reviewed at least annually by the Board of Directors and the Board of Directors shall request of the agent or insurance carrier annual or more frequent updating evaluations to insure that the fire insurance policies continuously reflect full replacement cost and the liability policies provide for adequate liability coverage. Each Owner is required to and agrees to notify the Board of all improvements by the Owner the value of which is in excess of One Thousand Dollars (\$1,000.00).

All insurance policies shall be written by companies rated as follows, or better: Financial rating BBB+; management rating A.

Unit Owners may additionally carry insurance for their own benefit insuring their carpeting, wall coverings, fixtures, furniture, furnishings, other personal property, any improvements over and above original plans and specifications of their Unit; provided, that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any Owner.

Notwithstanding the foregoing, or any other provisions contained in this Declaration, the Board of Directors shall continuously maintain in effect such casualty insurance and fidelity bonds meeting the insurance and fidelity bond requirements for Condominium Projects established by the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Corporation, and Alaska Housing Finance Corporation so long as any of said organizations is a Mortgagee or Owner of a Condominium within the Project, except to the extent such coverage is not available or has been waived in writing by the said organization. Flood and liability insurance must be maintained on any Project that is located within the identified area by the Federal Emergency Management Agency or as having special flood hazards as determined by the National Flood Insurance Program. Where a Project is so affected, blanket flood insurance must be not less than the lesser of either the maximum coverage available under the National Flood Insurance Program for all insurable Common Areas or one hundred percent (100%) of the current replacement costs of all such Common Area buildings and facilities.

Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Owners Association, the Owner's Association's authorized representative, including any trustee with whom such Owners Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance.

Each Unit Owner appoints the Owners Association, or any Insurance Trustee or substitute Insurance Trustee assigned by the Owners Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execu-

tion of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

The Owners Association or its designated Insurance Trustee must receive, hold or otherwise properly dispose of any proceeds of insurance in trust for Unit Owners and their respective mortgage holders, as their interest may appear and in conformance with this Declaration.

#### ARTICLE XXI

##### ADDITIONAL PROTECTION OF MORTGAGEES

Section 1. The prior written approval of seventy-five percent (75%) of the Institutional Holders of first mortgages and the Federal Veterans Administration, if there are any Veterans Administration loans on a Condominium Unit in the Project, will be required for at least the following:

(a) The abandonment or termination of the Condominium Project, except for abandonment or termination, if any, provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

(b) Any material amendment to the Declaration, Articles of Incorporation of the Association or the Bylaws of the Owners Association, including, but not limited to, any amendment which would change the percentage interests of the Unit Owner in the Condominium project.

(c) The effectuation of any decision by the Condominium Owners Association to terminate professional management and assume self-management of the Project.

The prior written approval of eligible holders of seventy-five percent (75%) of the first mortgages (based on one vote for each first mortgage owned) of the individual Units shall be required for any of the following:

(i) Partitioning or subdividing any Unit.

(ii) Any act or omission seeking to abandon, partition, subdivide, encumber, sell or transfer the Common Areas; provided, however, that the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Areas shall not be deemed a transfer within the meaning of this clause.

(iii) Use of hazard insurance proceeds for losses to any condominium property (whether to Units or to Common Areas) for other than the repair, replacement or reconstruction of such substantial loss to the Units and/or Common Areas of the Condominium Project.

Section 2. Any lien which the Association may have on any Condominium Unit in the Project for the payment of common expense assessments attributable to such Condominium Unit will be subordinate to the lien or equivalent security interest of any first Mortgage on the Condominium Unit recorded prior to the date any such common expense assessments became due.

Section 3. Any Institutional Holder of a first mortgage on a Condominium Unit in the Project will, upon request, be entitled to notification of:

(a) Any proposed amendment of the Condominium instruments affecting a change in:

(i) The boundaries of any Unit.

(ii) The undivided interest in the Common Areas appertaining to any Unit or the liability for common expenses appertaining thereto.

(iii) The number of votes in the Association appertaining to any Unit; or

(iv) The purposes to which any Unit or the Common Areas are restricted.

(b) Any proposed termination of the Condominium Regime;

(c) Any condemnation or eminent domain proceeding affecting the Condominium Regime or any portion thereof.

(d) Any significant damage or destruction to the Common Areas or to the Unit to which the mortgage appertains.

(e) Any default under this Declaration or the Articles of Incorporation or Bylaws which gives rise to a cause of action against the Owner of a Unit subject to the mortgage of such Holder or Insurer, where the default has not been cured in thirty (30) days.

Any Institutional Holder of a first mortgage on a Unit shall be entitled, upon request, to:



(a) Inspect the books and records of the Association during normal business hours; and

(b) Require the preparation of and, if preparation is required, receive an annual audited financial statement of the Association for the immediately preceding fiscal year, except that such statement need not be furnished earlier than ninety (90) days following the end of such fiscal year.

(c) Receive written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings.

## ARTICLE XXII

### CONDEMNATION

Section 1. Consequences of Condemnation. If at any time or times during the continuance of Condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken by any public authority or sold or otherwise disposed of in lieu of taking or in avoidance thereof, the provisions of this Article shall apply.

Section 2. Proceeds. All sums received as the award of condemnation damages and all sums received as consideration in any sale of, or other disposal in lieu of taking, the sum of which is hereinafter called the "Condemnation Award", shall be payable to such Bank or Trust Company authorized to do business in the State of Alaska as the Board shall designate as the Trustee for all Owners and Mortgagees according to the loss or damage to their respective Units or common interests.

Section 3. Complete Taking. In the event that the entire Project is taken, or sold or otherwise disposed of in lieu of taking or in avoidance thereof, the Condemnation Award shall be apportioned by the designated Bank or Trust Company among the Mortgagees and Owners in proportion to the Owners' respective undivided interests in the Common Area; provided that if a standard different from the value of the Project as a whole is employed to establish the size of the Condemnation Award, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. Taking of, or sale of, or other disposal of the entire Project in lieu of taking shall terminate the Project's status under the Horizontal Property Regime Act as soon as the Condemnation Award has been distributed by the designated Bank or Trust Company.

Section 4. Partial Taking. In the event that less than the entire Project is taken, or sold or otherwise disposed of in lieu of taking or in avoidance thereof, the Condominium Ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner:

(a) In the event of partial condemnation which does not result in any Unit becoming unlivable, the proceeds shall be used:

- (i) To restore the remaining Common Areas.
- (ii) For payment to Unit Owners and their mortgagees specially damaged by the condemnation, which damage was an element of the Condemnation Award.
- (iii) The balance shall be distributed pro rata among the Unit Owners and their Mortgagees in proportion to their percentage interest in the Common Area.

If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in apportioning the Condemnation Award the Board shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by check payable jointly to the respective Owners and their respective Mortgagees.

Section 5. Reorganization. In the event a partial taking results in the taking of a complete Condominium Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter, the Board shall reallocate the ownership, voting rights, and assessments ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Condominium Units for amendment of this Declaration as provided in Article XVI hereof.

Section 6. Notice to Mortgagee. Any Institutional Holder of a first mortgage on any Unit shall be given written notice of any condemnation proceeding described herein and no provision of any document establishing the Project will entitle the Owner of a Condominium Unit or other party to a priority over such Institutional Holder with respect to the distribution to such Condominium Unit Owner of the proceeds of any Condemnation or other award or settlement relating to a taking by eminent domain.

Section 7. Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XVII and XVIII above.

### ARTICLE XXIII

#### CONTROL BY DECLARANT

Before the election of the first Board, as provided for in the Bylaws of the Association of Owners, the Declarant, or its successors or assigns, shall have all the rights, powers and obligations of the Board herein provided for, and in the Bylaws provided for, to administer the Project; provided, however, that Declarant shall be subject to all limitations of such power on the Declarant or Board provided for in this Declaration and in the Bylaws, and provided, further, that control of the Association will become vested in the purchasers of the Condominium Units within 120 days after the date when Units representing 75% of the votes of all Owners is conveyed or within 2 years following conveyance of the first Unit, whichever occurs first. In addition, the Declarant shall have the right to change or modify any or all of the terms, restrictions and covenants herein contained, which change or modification shall be effective upon the recording thereof; provided, no change or modification of this Declaration shall be made without the prior written approval of the holder of the first mortgage on the entire Condominium Project, and/or the holder of the first mortgage on any Unit or part of the Common Area and the Federal Veterans Administration, if there are any Veterans Administration loans against any Unit in the Project.

### ARTICLE XXIV

#### BINDING EFFECT OF DECLARATIONS, BYLAWS, AND ARTICLES OF INCORPORATION OF ASSOCIATION: POWER TO BRING ACTION AGAINST OWNER

All provisions of this Declaration, the Bylaws, and the Articles of Incorporation of the Association shall bind and be effective upon the Owners of this Project, their tenants, employees, contractors, and any and all other persons that may use or be on or about the Project, or any part of it, in any manner.

The failure of any Owner to comply with the provisions of this Declaration, the Bylaws, or the Articles of Incorporation of the Association shall constitute a breach

of contract, and shall give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages or injunctive relief or both. Any such action may be brought by the Board on behalf of the Association.

#### ARTICLE XXV

##### SEVERABILITY

If any provisions of this Declaration or the application thereof to any person or circumstance is held invalid by judgment or court order, the remaining provisions and their application to other persons, or to other circumstances shall not be affected thereby and shall remain in full force and effect.

#### ARTICLE XXVI

##### AMENDMENT TO ADD PHASES

Each Unit Owner, by acceptance of his deed, hereby consents to the amendment of this Declaration which includes Exhibits A-D by Declarant, its successors or assigns, to add Phase II of One South, a Condominium, to the Project, at any time within five (5) years of the date that this Declaration is recorded; provided that, in adding Phase II of One South, a Condominium, the calculation of the percentage of interest in the Common Areas shall be in accordance with the provisions set forth below. Phase II of One South, a Condominium shall consist of Lot 13B, William Lloyd Subdivision, a subdivision of the West 1/2 of Lot 13, William Lloyd Subdivision, according to P-198, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Pursuant to the above consent, the Declarant, or its successors or assigns in title, may, without the further consent of any Unit Owner or Mortgagee thereof, at any time within five (5) years of the date of this Declaration, which includes Exhibits A-D, by an instrument signed by the Declarant alone, or its successors or assigns, to add to the Declaration Phase II of One South, a Condominium, and that all intended improvements to Phase II will be substantially completed prior to recordation of the Amended Declaration or conveyance of the first Unit in Phase II, whichever comes first.

Section 1. Calculation of Percentage of Interest  
if Phases are Added.

(a) Included as part of Exhibit C attached hereto is a stated value for Phase I, its percentage of undivided interest in the Common Areas, and a total value for the entire Project.

(b) If Declarant adds Phase II of One South, a Condominium, to the Project, at the time such Phase is added, the Common Areas and Limited Common Areas in such Phase shall be combined with and incorporated into the Common Areas and Limited Common Areas existing in the Project to such addition.

(c) When adding Phase II of One South, a Condominium, to the Project, Declarant shall calculate the percentage of ownership in the Common Area for those Units then being added and shall revise the percentage of ownership in the Common Areas for those Units already a part of the Project. In so doing, Declarant shall first add the total stated value for each Phase to the total stated value for Phase I. This calculation will determine the composite total value of the Project, as of the date such additional Phase is added to the Project.

(d) The percentage of ownership of each individual Unit that is or will be a part of the Project, at the time the applicable Phase is added, shall be determined by dividing the stated value of each Unit, by the composite value of the Phase that will be incorporated into the Project at the time such Phase is added. The quotient shall equal the percentage of undivided interest and vote for each Condominium Unit. If, on calculating these percentages of ownership, the total ownership percentages do not add up to exactly one hundred percent (100%) Declarant is hereby given the authority to and directed to make such adjustments to individual Owner's percentages of interest as said attorney-in-fact may deem appropriate so that the total percentages do add up to exactly one hundred percent (100%); provided, however, that any adjustment to individual percentages of ownership shall not exceed two one-hundredths of one percent (.02%).

(e) Upon making these calculations, Declarant shall distribute them to all Unit Owners at their address in the Project, or at such other address known by Declarant at the time of such calculations.

Section 2. Illustration of Calculation. Exhibit D constitutes an illustration of the manner in which calculations described above should be made.

Section 3. Rights and Obligations. At the time Declarant records an Amendment of the Declaration and each Unit Owner in the Phase being added to the Project (including the Declarant; if the Declarant is an Owner at such time) shall be entitled to all benefits set forth in the Articles of Incorporation, Bylaws, and this Declaration, including, but not limited to, the right, as a member of the Association, to exercise the voting rights which are described therein and each Unit Owner (including the Declarant; if the Declarant is a Unit Owner at such time) shall be bound by all the obligations set forth in the Articles of Incorporation, Bylaws, and the Declaration, including, but not limited to, the obligation to pay assessments which are set forth therein.

Section 4. No Requirement to Add Phases and If Added No Requirement to Add in Any Pre-established Order. Nothing in this Declaration or in the survey map and plans shall be construed to require Declarant to add any Phase to the Project, and, if added, any Phase may be added in any order and in any combination.

Section 5. Reservation of Easements, Roadways and Utility Lines. Access over and across Phase I and any other Phase subsequently established is reserved to Declarant or its successors and assigns over easements, roadways and utility lines hereinafter specified or established in Phase I and other Phases subsequently established, and the right to connect thereto is reserved, such reservations being for the purpose either of completing the subsequent Phase, or developing portions of the land, if not completed as a Condominium, for other purposes. In altering the Project to create the additional Units and Common Areas, Declarant may, without joinder or consent of any persons having interest in the existing Units, amend this Declaration to add, withdraw, re-align and grant utility easements over, under, across and upon the Common Areas, including, but not limited to, easements and/or rights-of-way for electric, gas or telephone services, water, sewer and storm pipelines, refuse disposal, driveways and roadways provided that such easements or rights-of-way do not materially impair the use of any existing Unit or its appurtenant interest in the Common Areas.

Section 6. Character of Subsequent Phases. Such Amended Declaration may contain such supplementary conditions and modifications of the Covenants, Conditions, and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Phase and as are not inconsistent with the scheme of

this Declaration. Future buildings and improvements as well as the Common Areas and Limited Common Areas shall be of comparable style, quality, size, and cost to those established in Phase I.

Section 7. Special Power of Attorney. For purposes of Article XXVI, each Owner, by acceptance of his deed, irrevocably constitutes and appoints Declarant, or its successors and assigns, his true and lawful attorney in his name, place and stead to execute, acknowledge or verify and file of record any and all documents to effect the said Amendment, including, but not limited to, making the necessary calculation in accordance with the provisions set forth above, giving and granting unto his attorney the full power and authority to do and perform each and every act and thing whatsoever requisite and necessary to be done in and about the premises for said purposes as wholly and to all intents and purposes as he might or could do if personally present with respect thereto, hereby ratifying and confirming all this his attorney shall do or cause to be done, it being expressly understood that the foregoing power is coupled with an interest and shall survive the conveyance by Owner of his interest in his Condominium Unit. Without limiting the generality of the foregoing, nothing herein contained shall require any person to investigate the authority of the Declarant, or its successors and assigns, to execute any instrument under the authority of the aforementioned Power of Attorney.

ONE SOUTH, A LIMITED PARTNERSHIP  
by GRANAT & ASSOCIATES, INC.

By: Larry Granat  
Larry Granat, /President  
General Partner of One South, a  
Limited Partnership

STATE OF )  
                  ) ss.  
                  )

THIS IS TO CERTIFY, that on this 7<sup>th</sup> day of October, 1983, before me the undersigned Notary Public, personally appeared Larry Granat, President of Granat & Associates, Inc. and General Partner of One South, a Limited Partnership, and known to me and to me known to be the individual described in and who executed the foregoing instrument; he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.

*Luella C. Gulland*

Notary Public for Alaska

My commission expires: 7-12-84



## ONE SOUTH, A CONDOMINIUM

## EXHIBIT "A"

A. There is ~~one~~ basic floor plan for the units described as follows:

The Unit contains approximately 845 square feet of living area consisting of a kitchen, dining area, living room with a fireplace and chimney storage area, utility room, full bathroom and two bedrooms. Each Unit also contains hook-up facilities for a clothes washer and dryer.

B. The location of each Unit is shown on the Condominium Plan.

C. Each Unit has a direct access to a Common Area hallway, parking area, driveway, and other facility inasmuch as it leads directly to Dimond Boulevard. Therefore, each Unit has direct access to a Common Area leading to a public street.

ONE SOUTH, A CONDOMINIUM  
PARKING

Unit Number

Parking Space

Unit Number	Parking Space
201	
202	101 130
203	Outside 2 & 3
204	104
205	103
206	106
207	105
208	108
209	102
210	109
211	107
212	127
213	123
214	124
215	125
301	126
302	144
303	143
304	142
305	141
306	140
307	139
308	138
309	137
310	110
311	122
312	121
313	128
314	132/outside 11
315	129
401	136
402	130 101/outside 4
403	119/outside 5
404	133/outside 6
405	120
406	134/outside 7
407	131/outside 12
408	135/outside 8
409	113/outside 13
410	114/outside 9
411	112/outside 14
412	115
413	116
414	117
415	111
MANAGER	118/outside 10
	Outside 1

ONE SOUTH, A CONDOMINIUM

EXHIBIT "C"

<u>Unit #</u>	<u>Address</u>	<u>Value</u>	<u>Approx.* Sq.Ft.</u>	<u>Undivided Interest</u>
201	3550 Dimond Blvd.	\$83,750	841	2.1668
202	3550 Dimond Blvd.	\$77,900	842	2.0154
203	3550 Dimond Blvd.	\$83,750	843	2.1668
204	3550 Dimond Blvd.	\$79,900	844	2.0672
205	3550 Dimond Blvd.	\$83,750	842	2.1668
206	3550 Dimond Blvd.	\$79,900	842	2.0672
207	3550 Dimond Blvd.	\$83,750	838	2.1668
208	3550 Dimond Blvd.	\$79,900	845	2.0672
209	3550 Dimond Blvd.	\$83,750	839	2.1668
210	3550 Dimond Blvd.	\$79,900	839	2.0672
211	3550 Dimond Blvd.	\$84,750	843	2.1927
212	3550 Dimond Blvd.	\$79,900	839	2.0672
213	3550 Dimond Blvd.	\$89,750	842	2.2983
214	3550 Dimond Blvd.	\$83,750	840	2.1668
215	3550 Dimond Blvd.	\$86,000	893	2.2250
301	3550 Dimond Blvd.	\$85,750	841	2.2185
302	3550 Dimond Blvd.	\$82,750	840	2.1409
303	3550 Dimond Blvd.	\$86,750	844	2.2444
304	3550 Dimond Blvd.	\$82,750	845	2.1409
305	3550 Dimond Blvd.	\$86,750	842	2.2444
306	3550 Dimond Blvd.	\$82,750	844	2.1409
307	3550 Dimond Blvd.	\$86,750	840	2.2444
308	3550 Dimond Blvd.	\$82,750	840	2.1409
309	3550 Dimond Blvd.	\$86,750	838	2.2444
310	3550 Dimond Blvd.	\$82,750	838	2.1409
311	3550 Dimond Blvd.	\$86,750	843	2.2444
312	3550 Dimond Blvd.	\$82,750	836	2.1409
313	3550 Dimond Blvd.	\$89,750	841	2.2983
314	3550 Dimond Blvd.	\$83,750	843	2.1668
315	3550 Dimond Blvd.	\$86,750	894	2.2444
401	3550 Dimond Blvd.	\$90,750	842	2.3479
402	3550 Dimond Blvd.	\$86,750	844	2.2444
403	3550 Dimond Blvd.	\$92,250	844	2.3868
404	3550 Dimond Blvd.	\$88,250	849	2.2832
405	3550 Dimond Blvd.	\$92,250	844	2.3868
406	3550 Dimond Blvd.	\$88,250	844	2.2832
407	3550 Dimond Blvd.	\$92,250	840	2.3868
408	3550 Dimond Blvd.	\$88,250	842	2.2832
409	3550 Dimond Blvd.	\$92,250	840	2.3868
410	3550 Dimond Blvd.	\$88,250	841	2.2832
411	3550 Dimond Blvd.	\$92,000	844	2.3802

## ONE SOUTH, A CONDOMINIUM

## EXHIBIT "C"

Page Two

<u>Unit #</u>	<u>Address</u>	<u>Value</u>	<u>Sq.Ft.</u>	<u>Interest</u>
412	3550 Dimond Blvd.	\$88,250	840	2.2832
413	3550 Dimond Blvd.	\$92,000	843	2.3565
414	3550 Dimond Blvd.	\$89,250	843	2.3091
415	3550 Dimond Blvd.	\$90,250	894	2.3351

\* Square footages are approximations. The exact dimensions can be found on the Condominium Plat.

It is anticipated that Phase II, if constructed will contain 40 units of comparable size and quality to the Phase I units and which total value for Phase II will be approximately \$3,130,772.00.

ONE SOUTH  
A CONDOMINIUM  
EXHIBIT "D"

Hypothetical Phase I

<u>Unit No.</u>	<u>Unit Value</u>	<u>Value Phase I</u>	<u>Percentage of Ownership</u>
1	\$50,000.00		
2	\$50,000.00		50%
			50%
		<u>\$100,000.00*</u>	

Hypothetical Phase II

<u>Unit No.</u>	<u>Unit Value</u>	<u>Value Phase I &amp; II</u>	<u>Percentage of Ownership</u>
3	\$50,000.00		
4	\$50,000.00		25%
			25%
		<u>\$200,000.00**</u>	

Method of Calculation

- \* Total Value of Property - Phase I only = \$100,000.00  
\$50,000.00 (value per unit) divided by \$100,000.00 (total value) = 50% per unit
- \*\* Total Value of Property Phase I and II Combined = \$200,000.00  
\$50,000 (value per unit) divided by \$200,000.00 (total value) = 25% (per unit)

83-0.81867  
116 cc

~~RECORDED~~  
ARCHIVE REC.  
DISTRICT

OCT 17 9 51 AM '83

REQUESTED BY SAFECO

ADDRESS \_\_\_\_\_

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

ONE SOUTH, A CONDOMINIUM

0462 JCM

This is an amendment to the Declaration made and executed by One South, a Limited Partnership, hereinafter the "Declarant," which Declaration is amended pursuant to the provisions of Alaska Statute Chapter 34.07, and which Declaration was recorded on October 7, 1983 in Book 0984 at Page 0359, Number 83-081867.

Article VI of the Declaration, page five, is amended by deleting the word "laundry" from the list of areas included in the Common Areas. The second sentence of the first paragraph of Article VI is amended to read as follows:

"The Common Areas shall include among other things, hallways, stairs, stairwells, landscaping, unassigned areas of the parking garage, and open parking area, lobby/vestibule, office on the ground floor, recreation room, solarium on each floor, guest room on the third floor, resident manager unit on the second floor, elevators, trash room and chutes, machine/maintenance rooms, headbolt heaters and posts, and mailboxes.

Dated at Anchorage, Alaska this 10<sup>th</sup> day of November, 1983.

ONE SOUTH, A LIMITED PARTNERSHIP by GRANAT & ASSOCIATES, INC.

By Laurence R. Granat Laurence R. Granat, President General Partner of One South, a Limited Partnership

STATE OF ALASKA )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 10 day of Nov. 1983, before me the undersigned Notary Public, personally appeared Laurence R. Granat, President of Granat & Associates, Inc. and General Partner of One South, a Limited partnership, and known to me and to me known to be the individual described in and who executed the foregoing instrument; he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.

*Brenda Blount*  
Notary Public, for Alaska  
My commission expires: 2-25-87

to:  
One South

83-089948

11cc-5x

RECORDED FILED  
AND STORAGE REC.  
DISTRICT

Nov 10 12 50 PM '83

REGISTERED BY SAFECO  
ADDRESS \_\_\_\_\_

A-2013

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ONE SOUTH, A CONDOMINIUM

This amendment to the Declaration of Covenants, Conditions and Restrictions for One South, a Condominium made on the date hereinafter set forth by the Declarant, One South, a Limited Partnership, hereinafter "Declarant", pursuant to the authority set forth in Article V §b(2), which Declaration is amended pursuant to the provisions of Alaska Statute Chapter 34.07 and which Declaration was recorded on October 17, 1983 in Book 984 at Page 359, along with the survey map and Condominium Plan filed under File No. 83-422 pertaining to Lot 13A William Lloyd Property according to Plat No. P-198, Anchorage Recording District, and further amended on the 10<sup>th</sup> day of NOV., 1984 in Book 1000 at page 97.

Exhibit B to the Declaration sets forth the assigned parking spaces for each unit. Unit 404, assigned spaces 120 and 11 has assigned its right to the use of space 11 to Unit 313. Exhibit B shall be amended to show that Unit 313 shall be assigned the spaces 132 and 11; Unit 404 will be assigned space 120. Amended Exhibit B is attached hereto.

DATED at Anchorage, Alaska this 28th day of August, 1984.

ONE SOUTH, a Limited Partnership  
by Granat & Associates, Inc.,  
General Partner

By: [Signature]  
EVAN R. THOMAS, AUTHORIZED SIGNATOR

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 28th day of August, 1984, before me appeared EVAN R. THOMAS to me known and known to me, acknowledged AUTHORIZED SIGNATOR of One South, a Limited Partnership by Granat & Associates, Inc., General Partner, a corporation, and voluntarily signing and sealing the foregoing instrument on behalf of said partnership, and being authorized so to do.

[Signature]  
Notary Public for Alaska  
My Commission Expires: 7-10-88





## ONE SOUTH CONDOMINIUM

## EXHIBIT "B"

<u>Unit Number</u>	<u>Parking Space</u>	<u>Decks</u>
201	130	D-201
202	(outside) 2 & 3	D-202
203	104	D-203
204	103	D-204
205	106	D-205
206	105	D-206
207	108	D-207
208	102	D-208
209	109	D-209
210	107	D-210
211	127	D-211
212	123	D-212
213	124	D-213
214	125	D-214
215	126	D-215
301	144	D-301
302	143	D-302
303	142	D-303
304	141	D-304
305	140	D-305
306	139	D-306
307	138	D-307
308	137	D-308
309	110	D-309
310	122	D-310
311	121	D-311
312	128	D-312
313	132/outside 11	D-313
314	129	D-314
315	136	D-315
401	101/outside 4	D-401
402	119/outside 5	D-402
403	133/outside 6	D-403
404	120	D-404
405	134/outside 7	D-405
406	131/outside 12	D-406
407	135/outside 8	D-407
408	113/outside 13	D-408
409	114/outside 9	D-409
410	112/outside 14	D-410
411	115	D-411
412	116	D-412
413	117	D-413
414	111	D-414
415	118/outside 10	D-415
Manager	Outside 1	

third

AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTION FOR  
ONE SOUTH, A CONDOMINIUM

50693-011

This amendment to the Declaration of Covenants, Conditions and Restrictions for One South, a Condominium made on the date hereinafter set forth by the National Bank of Alaska, owner of Units 301 and 401, and successor to Declarant, One South, a Limited Partnership, hereinafter "Declarant," pursuant to the authority set forth in Article V § b(2), which Declaration is amended pursuant to the provisions of Alaska Statute Chapter 34.07 and which Declaration was recorded on October 17, 1983 in Book 984 at Page 359, along with the survey map and Condominium Plan filed under File No. 83-422 pertaining to Lot 13A, William Lloyd Subdivision according to Plat No. 83-413, Anchorage Recording District, and amended on the 10th day of November, 1984 in Book 1000 at Page 97, and further amended the 31st day of August, 1984 in Book 1153 at Page 594.

Exhibit B. to the Declaration sets forth the assigned parking spaces for each unit. Unit 201, assigned space 130, hereby assigns its right to the use of space 130 to Unit 401. Unit 401, assigned space 101, hereby assigns its right to the use of space 101 to Unit 301. Exhibit B shall be amended to show that Unit 301 shall be assigned space 101; and Unit 401 will be assigned space 130. Amended Exhibit B is attached hereto.

DATED at Anchorage, Alaska this 4<sup>th</sup> day of December, 1985.

NATIONAL BANK OF ALASKA

BY Patricia Redbetter  
Its: VP/ASST. MGR. FIN. DIV.

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY, that on this 4 day of December, 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Patricia Redbetter, known to me to be the Senior Vice President of NATIONAL BANK OF ALASKA, a corporation named above, and known to me to be the person named in and who executed the within and foregoing instrument, for and on behalf of said corporation by authority duly vested in her; and she acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

LAW OFFICES  
ATKINSON, CONWAY  
& GAGNON, INC.  
420 L STREET  
SUITE 300  
ANCHORAGE, ALASKA  
TELEPHONE 278-1700

Dwight Star  
Notary Public in and for Alaska  
My Commission Expires: 9-27-87

CONSENT TO AMENDMENT

The undersigned owners hereby consent to the above Amendment.

OWNER	UNIT NO.
<u>[Signature]</u> Rocks Wollenhaupt	<u>404</u>
<u>[Signature]</u> J. L. Scarzella	<u>413</u>
<u>[Signature]</u> Colleen Benderson	<u>412</u>
<u>[Signature]</u> William Schafer	<u>318</u>
<u>[Signature]</u> Regal Purcell	<u>314</u>
<u>[Signature]</u> Lewis Redick	<u>312</u>
<u>[Signature]</u> Wayjay C. Mathur	<u>310</u>
<u>[Signature]</u> Janet C. Welsh	<u>308</u>
<u>[Signature]</u> Maureen Leener	<u>305</u>
<u>[Signature]</u> John Sneed	<u>304</u>
<u>[Signature]</u> Steve Sautel	<u>301</u>
<u>[Signature]</u> Byung Suk Kim	<u>206</u>
<u>[Signature]</u> Shawna Bettin	<u>207</u>

LAND OFFICES  
ATLANTIC CONWAY  
& GARDNER, INC.  
402 S. BRISTOL  
SUITE 200  
ANCHORAGE, ALASKA  
TELEPHONE 274-1700

(1985. Jack P.)

Nov 21 Simpson # 209  
Nova B. Simpson

Kenneth M. Simpson # 211  
Kenneth M. Simpson

Mart Thompson # 215  
Mart Thompson

Gray Morris 211  
Gray Morris

Katie Laverne 215  
Katie Laverne

Peggy J. Barnett 216  
Peggy J. Barnett

Scott Webb 402

STATE OF ALASKA Scott Webb )  
 ) ss.  
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY, that on this 24 day of December 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Scott Webb, known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

OFFICIAL SEAL  
STATE OF ALASKA  
NOTARY PUBLIC  
CATHERINE S. ESPINOSA

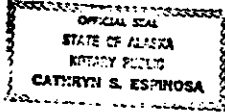
Catherine S. Espinosa  
Notary Public in and for Alaska  
My Commission Expires: 3/27/88

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY, that on this 24 day of December 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Scott Webb, known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

LAW OFFICES  
ATKINSON, CROWLEY  
& BARNER, INC.  
400 S. FRONT  
SUITE 500  
ANCHORAGE, ALASKA  
TELEPHONE 276-1700

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

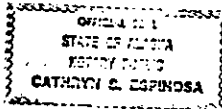


*Cathryn S. Espinosa*  
Notary Public in and for Alaska  
My Commission Expires: 3/27/88

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY, that on this 3<sup>rd</sup> day of October 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared [Signature], known to me to be the person named in and who executed the within and foregoing instrument, and she acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

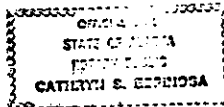


*Cathryn S. Espinosa*  
Notary Public in and for Alaska  
My Commission Expires: 3/27/88

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY, that on this 2<sup>nd</sup> day of November 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared [Signature], known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.



*Cathryn S. Espinosa*  
Notary Public in and for Alaska  
My Commission Expires: 3/27/88

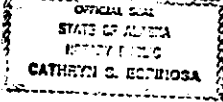
STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY, that on this 3<sup>rd</sup> day of November 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared [Signature], known to me to be the person named in and who executed the within and foregoing instrument, and she acknowledged to me that she signed the

LAW OFFICES  
ANDERSON, CONWAY  
& GARDNER, INC.  
400 L STREET  
SUITE 600  
ANCHORAGE, ALASKA  
TELEPHONE 574-1700

same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

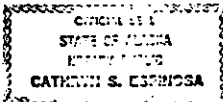


*Catherine S. Espinosa*  
Notary Public in and for Alaska  
My Commission Expires: 3/27/88

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY, that on this 24 day of December 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared [Signature], known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

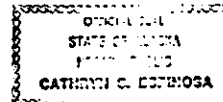


*Catherine S. Espinosa*  
Notary Public in and for Alaska  
My Commission Expires: 3/27/88

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY, that on this 24 day of December 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared [Signature], known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.



*Catherine S. Espinosa*  
Notary Public in and for Alaska  
My Commission Expires: 3/27/88

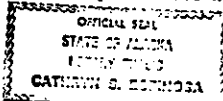
STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY, that on this 24 day of December 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally

LAW OFFICES  
ATTORNEYS: CARMAY  
& GARDNER, INC.  
440 S. STREET  
SUITE 545  
ANCHORAGE, ALASKA  
TELEPHONE 576-1700

appeared Jack Hill, known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.



Catherine S. Espinosa  
Notary Public in and for Alaska  
My Commission Expires: 3/27/86

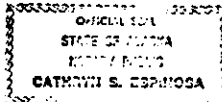
STATE OF ALASKA

THIRD JUDICIAL DISTRICT

) ss.

THIS IS TO CERTIFY, that on this 24<sup>th</sup> day of November 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared William Hill, known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.



Catherine S. Espinosa  
Notary Public in and for Alaska  
My Commission Expires: 3/27/86

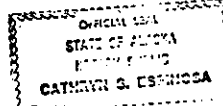
STATE OF ALASKA

THIRD JUDICIAL DISTRICT

) ss.

THIS IS TO CERTIFY, that on this 24<sup>th</sup> day of November 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared William Hill, known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.



Catherine S. Espinosa  
Notary Public in and for Alaska  
My Commission Expires: 3/27/86

LAW OFFICES  
ATKINSON, CONWAY  
& GARDNER, INC.  
400 S. FRONT  
SUITE 600  
ANCHORAGE, ALASKA  
TELEPHONE 274-1700

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY, that on this 30 day of June, 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared John J. Miller, known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

OFFICIAL SEAL  
STATE OF ALASKA  
NOTARY PUBLIC  
CATHY S. ESPINOSA

Cathy S. Espinosa  
Notary Public in and for Alaska  
My Commission Expires: 3/27/88

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY, that on this 24 day of June, 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared William R. New, known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

OFFICIAL SEAL  
STATE OF ALASKA  
NOTARY PUBLIC  
CATHY S. ESPINOSA

Cathy S. Espinosa  
Notary Public in and for Alaska  
My Commission Expires: 3/27/88

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY, that on this 28 day of June, 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Lawrence P. ..., known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

LAW OFFICES  
ATKINSON, CONWAY  
& GIBSON, INC.  
420 S. STEVEN  
SUITE 200  
ANCHORAGE, ALASKA  
TELEPHONE 276-1700



IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

OFFICIAL SEAL  
STATE OF ALASKA  
NOTARY PUBLIC  
CATHRYN S. ESPINOSA

*Cathryn S. Espinosa*  
Notary Public in and for Alaska  
My Commission Expires: 3/27/88

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY, that on this 5th day of December 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared John J. [unclear], known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

OFFICIAL SEAL  
STATE OF ALASKA  
NOTARY PUBLIC  
CATHRYN S. ESPINOSA

*Cathryn S. Espinosa*  
Notary Public in and for Alaska  
My Commission Expires: 3/27/88

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY, that on this 5th day of December 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared John J. [unclear], known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

OFFICIAL SEAL  
STATE OF ALASKA  
NOTARY PUBLIC  
CATHRYN S. ESPINOSA

*Cathryn S. Espinosa*  
Notary Public in and for Alaska  
My Commission Expires: 3/27/88

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY, that on this 3rd day of December 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared John J. [unclear], known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the

LAW OFFICES  
ATKINSON, CONWAY  
& GARNER, INC.  
420 S. BRIDGE  
SUITE 500  
ANCHORAGE, ALASKA  
TELEPHONE 276-1766

same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

OFFICIAL SEAL  
STATE OF ALASKA  
NOTARY PUBLIC  
CATHRYN S. ESPINOSA

*Cathryn S. Espinosa*  
Notary Public in and for Alaska  
My Commission Expires: 3/27/88

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY, that on this 20 day of December, 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Mr. Pasco, known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

OFFICIAL SEAL  
STATE OF ALASKA  
NOTARY PUBLIC  
CATHRYN S. ESPINOSA

*Cathryn S. Espinosa*  
Notary Public in and for Alaska  
My Commission Expires: 3/27/88

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY, that on this 24 day of December, 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Mr. Pasco, known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

OFFICIAL SEAL  
STATE OF ALASKA  
NOTARY PUBLIC  
CATHRYN S. ESPINOSA

*Cathryn S. Espinosa*  
Notary Public in and for Alaska  
My Commission Expires: 3/27/88

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY, that on this 20 day of December, 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally

Law Offices  
Attorney, Counsel  
& Notary, Inc.  
410 & 5th Street  
Suite 400  
Anchorage, Alaska  
Telephone 274-1700

appeared Bevan Pursuit, known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

OFFICIAL SEAL  
STATE OF ALASKA  
NOTARY PUBLIC  
CATHRYN G. ESPINOSA

Cathryn G. Espinosa  
Notary Public in and for Alaska  
My Commission Expires: 5/27/88

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY, that on this 34 day of February 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Bevan Pursuit, known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

OFFICIAL SEAL  
STATE OF ALASKA  
NOTARY PUBLIC  
CATHRYN G. ESPINOSA

Cathryn G. Espinosa  
Notary Public in and for Alaska  
My Commission Expires: 5/27/88

55-083866  
5-cc x2  
ccc

RECORDED-FILED  
ANCHORAGE REC.  
DISTRICT

Dec 10 3 01 PM '85

REQUESTED BY  
ADDRESS ATG

LAW OFFICES  
ATKINSON, CONWAY  
& GARDNER, INC.  
400 S. WALKER  
SUITE 200  
ANCHORAGE, ALASKA  
TELEPHONE 576-1200

Return to  
National Bank of  
300 W. No. Light  
Anchorage, Ak  
99501

Attn. Lucille Stutz

ONE SOUTH, A CONDOMINIUM

AMENDED EXHIBIT 'B'

<u>UNIT NUMBER</u>	<u>PARKING SPACE</u>	<u>DECKS</u>
201	101	D-201
202	OUTSIDE 2 & 3	D-202
203	104	D-203
204	103	D-204
205	106	D-205
206	105	D-206
207	108	D-207
208	102	D-208
209	109	D-209
210	107	D-210
211	127	D-211
212	123	D-212
213	124	D-213
214	125	D-214
215	126	D-215
301	144	D-301
302	143	D-302
303	142	D-303
304	141	D-304
305	140	D-305
306	139	D-306
307	138	D-307
308	137	D-308
309	110	D-309
310	122	D-310
311	121	D-311
312	128	D-312
313	132/OUTSIDE 11	D-313
314	129	D-314
315	136	D-315
401	130/OUTSIDE 4	D-401
402	119/OUTSIDE 5	D-402
403	113/OUTSIDE 6	D-403
404	120	D-404
405	134/OUTSIDE 7	D-405
406	131/OUTSIDE 12	D-406
407	135/OUTSIDE 8	D-407
408	113/OUTSIDE 13	D-408
409	114/OUTSIDE 9	D-409
410	112/OUTSIDE 14	D-410
411	115	D-411
412	116	D-412
413	117	D-413
414	111	D-414
415	118/OUTSIDE 10	D-415
MANAGER	OUTSIDE 1	

93-064188

ANCHORAGE REC.  
DISTRICT

*74ce*

REQUESTED BY *McNall*

'93 NOV 1 AM 11 10

AFTER RECORDING PLEASE RETURN TO:

McNall & Associates, P.C.  
921 W. Sixth Avenue #100  
Anchorage, AK 99501  
(907)276-2535

FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
ONE SOUTH, A CONDOMINIUM

This is an Amendment to the Declarations of Covenants, Conditions and Restrictions for ONE SOUTH, A CONDOMINIUM, recorded on the 17th day of October, 1983, in Book 984, at Pages 0359 through 0395, inclusive; as amended by that certain Amendment recorded on the 10th day of November, 1983, in Book 1000, at Pages 0097 and 0098; as amended by that certain Amendment recorded on the 31st day of August, 1984, in Book 1153, at Pages 0594 through 0596, inclusive; as amended by that certain Amendment recorded on the 10th day of December, 1985, in Book 1359, at Pages 0050 through 0059, inclusive, all in the Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

ONE SOUTH, A CONDOMINIUM ASSOCIATION is real property in the Third Judicial District, State of Alaska, described as Lot thirteen A (13A), William Lloyd Property, according to Plat No. P-198, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

This Amendment was adopted by approval of Owners owning in the aggregate not less than sixty percent (60%) of the voting power, in accordance with the procedure set forth in Article XVI of the above-described original Declaration. This Amendment replaces the original above-described Declaration with respect to the original Article and Section number set forth below. All other terms and conditions of the original Declaration remain unchanged. In the event of a conflict between this Amendment and the original Declaration, this Amendment controls.

Section 6 of Article IX of the above-referenced original Declaration is amended to read as follows:

Section 6. Animals. No animals, livestock or poultry shall be kept in any residence, including dogs, cats, fish, and birds. Dogs, cats, fish and birds belonging to Unit Owners or Occupants prior to the recording date of this amendment shall have "grandfather" rights for the pet residing in the unit at that time. Future ownership of animals will not be permitted. The Association maintains the right to prohibit maintenance of any "grandfathered" animals which constitutes, in the opinion of the Directors of the Association, a nuisance to any other Unit Owner. "Grandfathered" cats and dogs belonging to Unit Owners, occupants or their licensees must be kept inside the Owner's unit, or, if outside, on a leash being held by a person capable of controlling the animal. Should any "grandfathered" dog or cat belonging to a Unit Owner be found unattended or not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Board of Directors or a person designated by them to a pound under a jurisdiction of the locality in which the property is so situated. Any Unit Owner shall be absolutely liable to each and all remaining Owners, their families, guests and

invitees, for any damage to person or property caused by any "grandfathered" persons brought or kept upon the property by an Owner or by members of his family, guests, licensees or invitees.

Article XXVI shall be deleted in its entirety.

DATED at Anchorage, Alaska, this 12 day of MARCH, 1991.

ONE SOUTH, A CONDOMINIUM ASSOCIATION

By: Joanne Courney  
Its: President

By: [Signature]  
Its: Secretary

CERTIFICATE OF OFFICERS

We, the undersigned, do hereby certify that:

1. We are the duly elected and acting President and Secretary of ONE SOUTH, A CONDOMINIUM ASSOCIATION, an Alaskan non-profit corporation; and
2. The foregoing Amendment constitutes the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for ONE SOUTH, A CONDOMINIUM, duly adopted by the owners, pursuant to Article XVI of the Declaration. This Amendment shall be effective upon recordation.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 12 day of MARCH, 1991.

[Signature]  
Secretary

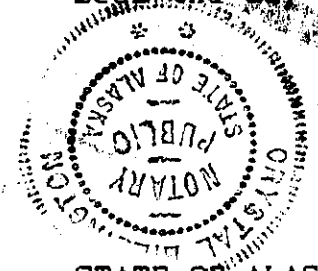
Joanne Courney  
President

BK02215PG180

STATE OF ALASKA )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 12 day of MARCH, 1991, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Joanne Courey, to me known to be the President of ONE SOUTH, A CONDOMINIUM ASSOCIATION, and who executed the foregoing instrument and acknowledged to me that he/she signed the foregoing instrument as the free and voluntary act and deed for the uses and purposes therein mentioned and being authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Crystal Billington  
Notary Public in and for Alaska  
My commission expires: 9/19/95

STATE OF ALASKA )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 12 day of MARCH, 1991, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared PauleHe Kay, to me known to be the Secretary of ONE SOUTH, A CONDOMINIUM ASSOCIATION, and who executed the foregoing instrument and acknowledged to me that he/she signed the foregoing instrument as the free and voluntary act and deed for the uses and purposes therein mentioned and being authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Crystal Billington  
Notary Public in and for Alaska  
My commission expires: 9/19/95

**RETURN TO:**

One South, A Condominium Association  
% Property Management Services, Inc.  
P. O. Box 92130  
Anchorage, Alaska 99509-2130

94 050069  
ANCHORAGE REC. 21  
DISTRICT  
REQUESTED BY One South

'91 NOV 22 PM 2 38

1819AC1720XB



## AGREEMENT FOR MUTUAL RIGHTS OF WAY

AGREEMENT made this 9<sup>th</sup> day of December, 1987, between ONE SOUTH CONDOMINIUM OWNER'S ASSOCIATION, INC., an Alaska nonprofit corporation having its principal offices at 3550 West Dimond Blvd., Anchorage, Alaska ("One South"), and CAMPBELL VIEW APARTMENTS, a Partnership having its principal offices at 6463 Thurman Dr., Anchorage, Alaska ("Campbell View"),

WITNESSETH:

WHEREAS, One South is the owner in fee of the following parcel of land:

Lot 13-A, WILLIAM LLOYD SUBDIVISION, according to Plat No. 83-413, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

hereinafter called "Parcel A"; and

WHEREAS, Campbell View is the owner in fee of the following parcel of land:

Lot 13-B, WILLIAM LLOYD SUBDIVISION, according to Plat No. 83-413, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

hereinafter called "Parcel B"; and

WHEREAS, One South and Campbell View hereby mutually agree to establish mutual rights of way over their respective parcels;

NOW, THEREFORE, in consideration of the premises, and the mutual promises and covenants contained herein, it is agreed as follows:

1. One South Grant. One South hereby grants to Campbell View, its successors and assigns, forever, as an appurtenance to

AGREEMENT FOR MUTUAL RIGHTS OF WAY

Page 1

Parcel B, the full, free, and exclusive right, to enter upon and use the two (2) parking spaces on Parcel A that are described and depicted on Exhibit A attached hereto and incorporated herein by this reference, subject to the terms and conditions contained herein.

2. Campbell View Grant. Campbell View hereby grants to One South, its successors and assigns, forever, as an appurtenance to Parcel A, the full, free, and exclusive right, to enter upon and use the following described portion of Parcel B:

Beginning at the Southeast corner of Lot 13-A and proceeding a westerly direction along the Southern lot line of Lot 13-A for a distance of 40 feet, thence proceeding North 0° west along a line parallel to the eastern lot line of Lot 13-A for a distance of 9 feet to a point, thence North 89°49'0" East along the line parallel to the southern lot line of Lot 13-A for a distance of 40 feet, which point is the East lot line of Lot 13-A, thence South a distance of 9 feet to the point of origin,

which portion is depicted on Exhibit B attached hereto and incorporated herein by this reference, subject to the terms and conditions contained herein.

3. Maintenance. One South shall maintain and repair the property easement granted to it and Campbell View shall maintain and repair the property easement granted to it.

4. Reversion for Nonuse. If at any time either party shall abandon the use of the property easement granted to it for a period of one (1) year, all right, title, and interest of that party, its successors and assigns, in the property easement granted to it shall revert to the granting party, its successors

and assigns.

ONE SOUTH CONDOMINIUM OWNER'S  
ASSOCIATION, INC.  
P. O. Box 92130  
Anchorage, Alaska 99509

By: Raymond J. Lincoln  
Its: President, Board of Directors

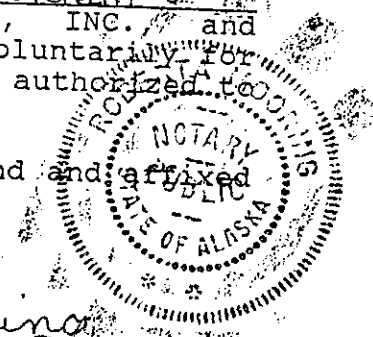
CAMPBELL VIEW APARTMENTS

By: George Spitz  
Its: Owner

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this 9<sup>th</sup> day of December, 1987, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came Peggy Lincoln, to me known to be the President of ONE SOUTH CONDOMINIUM OWNER'S ASSOCIATION, INC. and acknowledged that he signed the same freely and voluntarily for the uses and purposes of said corporation and being authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Robetta A. Mooring  
Notary Public in and for Alaska  
My Commission Expires: 2-19-91

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this 28 day of JAN., 1988, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally

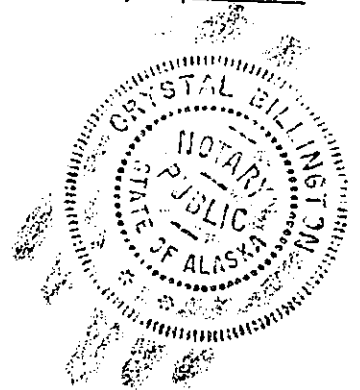
came GEORGE JOSEPH, to me known to be the OWNER of CAMPBELL VIEW APARTMENTS, and acknowledged that he signed the same freely and voluntarily for the uses and purposes of said corporation and being authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Crystal Billington

Notary Public in and for Alaska

My Commission Expires: 2/19/91

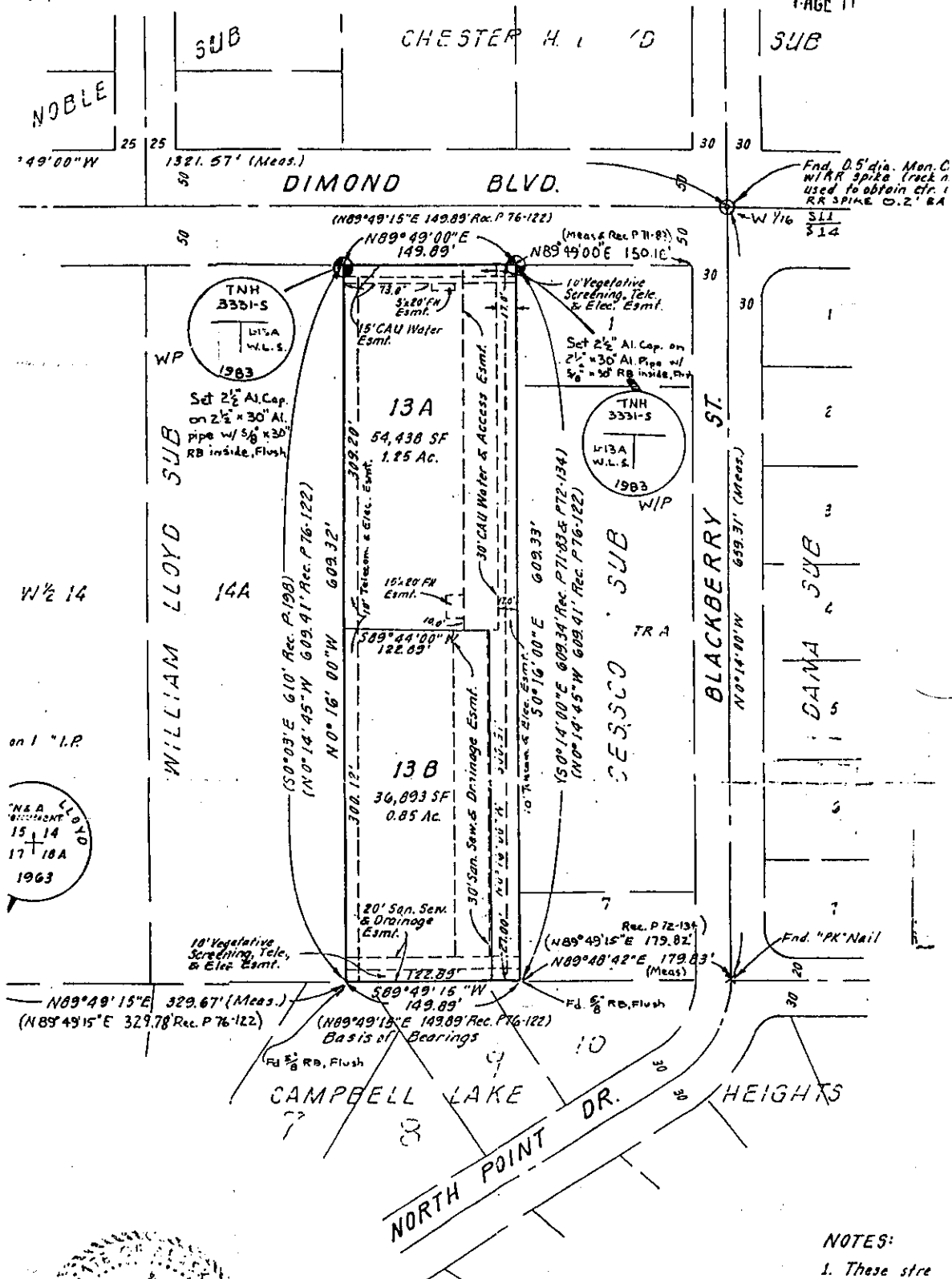


RET. TO

ONE SOUTH CONDO ASSOC

P.O. Box 92130

ANCHORAGE, AK 99509



- NOTES:
1. These streets to be maintained.
  2. 2 1/2" x 30" Rec. unless otherwise noted.

POOR FILING QUALITY

EYOR'S CERTIFICATE:

I, W. L. Brattain, professional land surveyor, do hereby

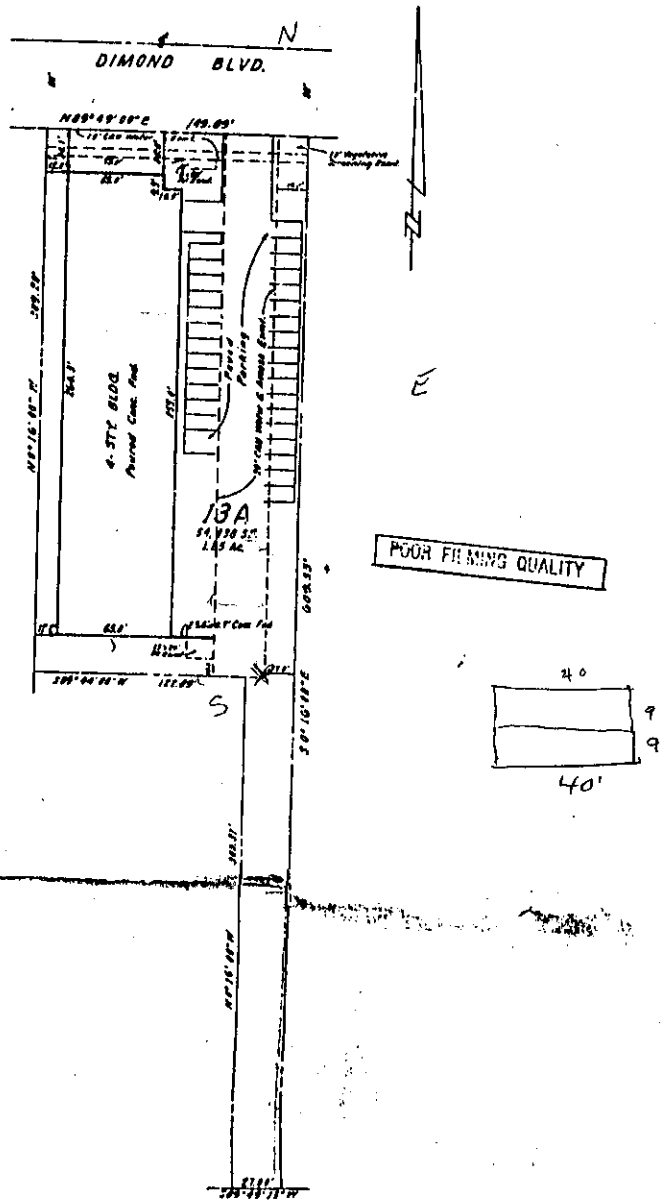
certify that



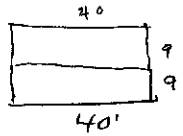
88-024362  
25-CCM

Anchorage

APR 29 11 05 AM '88  
REQUESTED BY PMSE  
ADDRESS Anchorage



POOR FILING QUALITY



BUILDING LOCATION SCALE: 1" = 50'

NOTES:

1. All tie lines (from building to lot line) intersect lot lines at right angles and are measured to the concrete block foundation.
2. All distances, dimensions and elevations are given in feet and tenths of feet.
3. Areas determined for each unit are subject to a probable error of 1.0 square feet.
4. Interior dimensions are measured along face of structure.
5. Elevations are based on NGS 72 datum.
6. TBM - 1/4" spike 1' up 10" Spire 10" NE of SE cor NW 1/4 Lot 15, Block 5000.

SURVEYOR'S CERTIFICATE

I hereby certify that a land survey has been completed by me or under my direct supervision and that the corners have been located and established as shown herein and the dimensions are true and correct and that these floor plans, Sheets 2 and 3, fully and accurately depict the layout of the unit numbers and dimensions and elevations of the units as built.

EXHIBIT B

1297

PNE 011C

A35154  
A340860

EASEMENT AND RIGHT-OF-WAY GRANT  
AND DECLARATION AMENDMENT

ONE SOUTH, a limited partnership (hereinafter "Declarant"), the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for One South, a Condominium (hereinafter "Declaration"), dated October 7, 1983, recorded on October 17, 1983, in Book 984, at page 159, et seq., in the Anchorage Recording District, Third Judicial District, State of Alaska, hereby exercises its right, power and authority reserved under Article XXVI of the Declaration to grant and convey the following new rights-of-way and easements across and on Lot 13A of William Lloyd Subdivision, according to the official plat thereof, filed under Plat No. 83-413, in the Anchorage Recording District, Third Judicial District, State of Alaska, for the benefit of Lot 13B in said Subdivision.

1. Declarant hereby grants and conveys to the fee simple owner (One South, a limited partnership) of said Lot 13B, an exclusive access easement and right-of-way across and on the following-described portion of said Lot 13A:

Commence at the N.E. corner of said Lot 13A and run thence S. 89°49'00" W. along the north boundary of said lot, 47.00 feet, to west boundary of an existing 30 foot CAU water and access easement as shown on said plat and the Point of  
L. 80°16'00" E. 309.5 feet to the north boundary of Lot 13B of said William Lloyd Subdivision per plat no. 83-413, thence N. 89°44'10" E. along the north boundary of said Lot 13B, 3.00 feet to the west boundary of said CAU water and access easement, thence N. 80°16'00" W. along said west boundary 309.05 feet to the P.O.B. containing 927 square feet, more or less, with the north 15 feet of the describe easement and right-of-way being subject to sign placement for the benefit of said Lot 13B.

2. Declarant hereby grants and conveys to the fee simple owner (One North, a limited partnership) of said Lot 13B an access and parking easement and right-of-way across and on the following-described portion of said Lot 13A:

Commence at the S.E. corner of said Lot 13A and run thence S. 89°49'15" W. along the south boundary of said lot 7.00 feet to the point of beginning thence continue S. 89°49'15" W. along said south boundary 20.00 feet to the S.E. corner of Lot 13B, thence N. 00°16'00" W. along the east boundary of said Lot 13B 300.31 feet to the N.E. corner of said Lot 13B, then N. 89°44'00" E. 20.00 feet, thence S. 00°16'00" E. parallel to said east boundary of Lot 13B 300.31 feet to the P.O.B. containing 6.006 square feet, more or less.

3. Each such easement and right-of-way is subject to the following terms and conditions.

3.1 Said Lot 13B shall be the dominant estate and said Lot 13A shall be the subservient estate with respect to each such easement and right-of-way.

3.2 The benefits and burdens of each such easement and right-of-way shall (a) run with said Lot 13B and said Lot 13A, respectively; and (b) benefit and bind each person owning or holding any right, title or interest in or to said Lot 13A and said Lot 13B, respectively, and their heirs, devisees, successors, assigns, conveyees and transferees with respect to said Lots.

3.3 Each such easement and right-of-way shall be kept free of all encroachments and interfering uses throughout.



3.4 Each such easement and right-of-way is perpetual and may be altered, modified or terminated only upon the mutual agreement of the owners and holders of the fee simple interests in said Lot 13A and said Lot 13B, or their respective heirs, devisees, successors, assigns, conveyees and transferees with respect to said Lots..

3.5 No third-party beneficiaries are intended to be created by or in connection with any such easement or right-of-way.

4. The Declaration is hereby amended accordingly and this instrument shall be incorporated in the amended Declaration by reference.

IN WITNESS WHEREOF, the Declarant has executed this instrument, effective July 7, 1985, 1985.

DECLARANT:

ONE SOUTH, a limited partnership

By: Granat and Associates, Inc., a Washington Corporation, its General Partner

By: Laurence K. Granat  
Laurence K. Granat,  
V.P., President

1287

PAGE 0113

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1985, before me, the undersigned, a Notary Public in and for Washington, duly commissioned and sworn as such, personally appeared LAURENCE R. GRAMAT to me known to be the PRESIDENT of GRAMAT AND ASSOCIATES, INC., the corporation that executed the within and foregoing instrument as the GENERAL PARTNER of ONE SOUTH, a limited partnership, and stated and acknowledged that his execution of said instrument was the free and voluntary act and deed of said corporation and ONE SOUTH, for the uses and purposes therein mentioned, and that he was authorized to execute said instrument for and on behalf of said corporation and ONE SOUTH.

WITNESS my hand and official seal on the day and year last above mentioned.

*[Signature]*  
Notary Public in and for Washington  
My Commission Expires: 12-21-87



85 048868

RECORDED - INDEXED  
ANCHORAGE REC.  
DISTRICT

JUL 23 3 43 PM '85  
REQUESTED BY - ATG  
ADDRESS \_\_\_\_\_

A  
L  
A  
S  
K  
A



001 3 1 2003

ANCHORAGE RECORDING DISTRICT  
FIFTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR: ONE SOUTH, A CONDOMINIUM

This is an Amendment to the Declarations of Covenants, Conditions and Restrictions for ONE SOUTH, A CONDOMINIUM, recorded on the 17<sup>th</sup> day of October, 1983, in Book 984, at Pages 0359 through 0395, inclusive; as amended by that certain Amendment recorded on the 10<sup>th</sup> day of November, 1983, in Book 1000, at Pages 0097 and 0098; as amended by that certain Amendment recorded on the 31<sup>st</sup> day of August, 1984, in Book 1153, at Pages 0594 through 0596, inclusive; as amended by that certain Amendment recorded on the 10<sup>th</sup> day of December, 1985, in Book 1359, at Pages 0050 through 0059, inclusive; as amended by that certain Amendment recorded on the 22<sup>nd</sup> day of November, 1991, in Book 2215, at Pages 179 through 181, inclusive; all in the Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

ONE SOUTH, A CONDOMINIUM ASSOCIATION is real property in the Third Judicial District, State of Alaska, described as Lot Thirteen A (13A), William Lloyd Property, according to Plat No. P-198, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

This Amendment was adopted by approval of Owners owning in the aggregate not less than sixty percent (60%) of the voting power, in accordance with the procedure set forth in Article XVI of the above-described original Declaration. This Amendment replaces the original above-described Declaration with respect to Exhibit "B", the assignment of parking spaces. All other terms and conditions of the original Declaration remain unchanged.

Exhibit B to the Declarations sets forth the assigned parking spaces for each unit. Unit 313, assigned space 132, hereby assigns its right to the use of space 132 to Unit 403. Unit 403, assigned space 133, hereby assigns its right to the use of space 133 to Unit 313. Exhibit B shall be amended to show that Unit 313 shall be assigned space 133 and Unit 403 shall be assigned space 132. Amended Exhibit B is attached hereto.

Dated at Anchorage, Alaska, this 17<sup>th</sup> day of July 2003.

ONE SOUTH CONDOMINIUM ASSOCIATION

By: Teresa Bell  
Teresa Bell, President

By: Paul Lisankie  
Paul Lisankie, Secretary

By: Janice Zilko  
Janice Zilko, Treasurer

CERTIFICATE OF OFFICERS

We, the undersigned, do hereby certify that:

1. We are the duly elected and acting President, Secretary and Treasurer of ONE SOUTH, A CONDOMINIUM ASSOCIATION, an Alaskan non-profit corporation, and
2. The foregoing Amendment constitutes the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for ONE SOUTH, A CONDOMINIUM, duly adopted by the owners, pursuant to Article XVI of the Declaration. This Amendment shall be effective upon recordation.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 17<sup>th</sup> day of July 2003.

Teresa Bell  
 Teresa Bell, President

Paul Lisankie  
 Paul Lisankie, Secretary

Janice Zilko  
 Janice Zilko, Treasurer

STATE OF ALASKA                    )  
   ) ss:  
 THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 17<sup>th</sup> day of July, 2003, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Teresa Bell, known to me to be the President of ONE SOUTH, A CONDOMINIUM ASSOCIATION, and who executed the foregoing instrument and acknowledged to me that she signed the foregoing instrument as the free and voluntary act and deed for the uses and purposes therein mentioned and being authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

**NOTARY — — PUBLIC**  
**BETHANY A. WEISER**  
**STATE OF ALASKA**

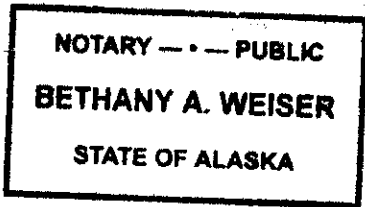
Bethany A. Weiser  
 Notary Public in and for Alaska  
 My commission expires: May 1, 2007

  
 2 of 9  
 2003-082648-0

STATE OF ALASKA )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 17<sup>th</sup> day of July, 2003, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Paul Lisankie, known to me to be the Secretary of ONE SOUTH, A CONDOMINIUM ASSOCIATION, and who executed the foregoing instrument and acknowledged to me that he signed the foregoing instrument as the free and voluntary act and deed for the uses and purposes therein mentioned and being authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

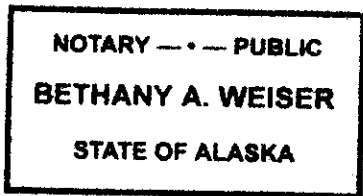


Bethany A. Weiser  
Notary Public in and for Alaska  
My commission expires: May 1, 2007

STATE OF ALASKA )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 17<sup>th</sup> day of July, 2003, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Janice Zilko, known to me to be the Treasurer of ONE SOUTH, A CONDOMINIUM ASSOCIATION, and who executed the foregoing instrument and acknowledged to me that she signed the foregoing instrument as the free and voluntary act and deed for the uses and purposes therein mentioned and being authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Bethany A. Weiser  
Notary Public in and for Alaska  
My commission expires: May 1, 2007

AFTER RECORDING PLEASE RETURN TO:  
Executive Management Services  
130 W. International Airport Road, Suite H  
Anchorage, AK 99518-1205

ONE SOUTH, A CONDOMINIUM  
AMENDED EXHIBIT "B"

<u>Unit Number</u>	<u>Parking Space</u>	<u>Decks</u>
201	101	D-201
202	OUTSIDE 2 & 3 -	D-202
203	104	D-203
204	103	D-204
205	106	D-205
206	105	D-206
207	108	D-207
208	102	D-208
209	109	D-209
210	107	D-210
211	127	D-211
212	123	D-212
213	124	D-213
214	125	D-214
215	126	D-215
301	144	D-301
302	143	D-302
303	142	D-303
304	141	D-304
305	140	D-305
306	139	D-306
307	138	D-307
308	137	D-308
309	110	D-309
310	122	D-310
311	121	D-311
312	128	D-312
313	133/OUTSIDE 11	D-313
314	129	D-314
315	136	D-315
401	130/OUTSIDE 4	D-401
402	119/OUTSIDE 5	D-402
403	132/OUTSIDE 6	D-403
404	120	D-404
405	134/OUTSIDE 7	D-405
406	131/OUTSIDE 12	D-406
407	135/OUTSIDE 8	D-407
408	113/OUTSIDE 13	D-408
409	114/OUTSIDE 9	D-409
410	112/OUTSIDE 14	D-410
411	115	D-411
412	116	D-412
413	117	D-413
414	111	D-414
415	118/OUTSIDE 10	D-415
MANAGER 316	OUTSIDE 1	



CONSENT TO AMENDMENT

The undersigned owners hereby consent to the above Amendment:

OWNER	SIGNATURE	UNIT NO.
Norbert Lague	_____	201
Tony & Nancy Andrew	<u>Tony Andrew</u>	202
Maria Chen-Fang	<u>SEE PG 4</u>	203
Charles I Gregg	_____	204
Maria Chen-Fang	<u>SEE PG 4</u>	205
Maria Chen-Fang	<u>SEE PG 4</u>	206
Maria Chen-Fang	<u>SEE PG 4</u>	207
Terry & Marilyn Roth	<u>Marilyn Roth</u>	208
Lewis T. Johnson	_____	209
Rachel K. Fletcher	<u>Rachel Fletcher</u>	210
Audrey L. Brown	<u>Audrey L. Brown</u>	211
Paul F. Lisankie	<u>Paul F. Lisankie</u>	212
R. A. Mintz	_____	213
Ronald Kowalski	_____	214
Maria Chen-Fang	<u>SEE PG 4</u>	215
Maria Chen-Fang	<u>SEE PG 4</u>	301
George R. Gregg	<u>George R. Gregg</u>	302
William R. Martin	_____	303
Judy Holland	<u>Judy Holland</u>	304



CONSENT TO AMENDMENT (Page 2)

The undersigned owners hereby consent to the above Amendment:

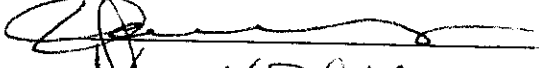

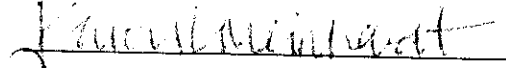

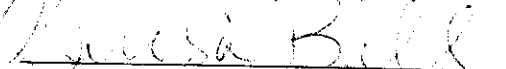
OWNER	SIGNATURE	UNIT NO.
Robert S. Travis	_____	305
Maria Chen-Fang	SEE PG 4	306
Yuri Upton	_____	307
Maria Chen-Fang	SEE PG 4	308
Brent C. Shaffer	Brent C. Shaffer	309
Michael C. Haley	Michael C. Haley	311
David J. Yackley	David J. Yackley	312
Anthony P. Hoffman	Anthony P. Hoffman	313
Doris Petersen	Doris Petersen	314
Ice Development	SEE PG 5	315
Janell Jean Perkins	_____	401
Michael Wagner	Michael Wagner	402
Janice M. Zilko	Janice M. Zilko	403
Jacquelyne Pool	_____	404
Terry & Marilyn Roth	Marilyn Roth	405
Terry & Marilyn Roth	Marilyn Roth	406
Rita T. Allee	Rita T. Allee	407
Jeff D. Wener	Jeff D. Wener	408
Lois A Wetzel	Lois A. Wetzel	409
John Strauss	John Strauss	410

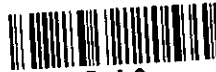




CONSENT TO AMENDMENT (Page 3)

The undersigned owners hereby consent to the above Amendment:

OWNER	SIGNATURE	UNIT NO.
Dennis & Dawn Kelly		411
Dana K. Sheldon		412
Karen Meinhardt		413
Jane F. Barbian		414
Teresa B. Bell		415



CONSENT TO AMENDMENT (Page 4)

The undersigned owner hereby consents to the above Amendment:

OWNER

SIGNATURE

UNIT NO.

Maria Chen-Fang

*Maria Chen-Fang*  
\_\_\_\_\_  
Agent for Maria Chen-Fang  
10/10/02

203, 205,  
206, 207,  
215, 301,  
306, 308



CONSENT TO AMENDMENT (Page 5)

The undersigned owner hereby consents to the above Amendment:

OWNER

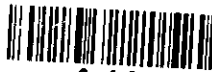
SIGNATURE

UNIT NO.

Irene Ervin

\_\_\_\_\_

315



9 of 9

2003-082648-0